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FILED
 Superior Court of California
 County of Los Angeles
09/17/2025

David W. Slayton, Executive Officer / Clerk of Court
 By: D. Major Deputy

Plaintiff, in Pro Per

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

HUSAM ASI, an individual,

Case No. 22STCV15728

Plaintiff,

FOURTH AMENDED COMPLAINT FOR:

v.

HOLLYWOOD FOREIGN PRESS
 ASSOCIATION, a California Mutual Benefit
 Corporation; GOLDEN GLOBE
 FOUNDATION, a California Mutual Benefit
 Corporation; GOLDEN GLOBES LLC; and
 DOES 1 through 100, inclusive

Defendants.

- 1. BREACH OF CONTRACT;**
- 2. BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING;**
- 3. TORTIOUS INTERFERENCE WITH CONTRACT;**
- 4. INTENTIONAL INTERFERENCE WITH PROSPECTIVE ECONOMIC RELATIONS;**
- 5. DEFAMATION;**
- 6. RETALIATION IN VIOLATION OF LABOR CODE §1102.5;**
- 7. CONSTRUCTIVE DISCHARGE IN VIOLATION OF PUBLIC POLICY;**
- 8. DISCRIMINATION BASED ON RACE/ETHNICITY IN VIOLATION OF FEHA (CAL. GOV. CODE §§12900, *et seq.*);**
- 9. RETALIATION FOR COMPLAINING OF DISCRIMINATION AND HARASSMENT ON THE BASIS OF RACE IN VIOLATION OF FEHA (CAL. GOV. CODE §§12900, *et seq.*);**
- 10. FAILURE TO PREVENT DISCRIMINATION, HARASSMENT AND RETALIATION IN VIOLATION OF FEHA (CAL. GOV. CODE**

1 6. HFPA members transitioned to become employees and members of GGL and members of
2 GGF. Members terminated by GGL automatically lost their GGF membership. HFPA staff,
3 officers, executives, IT teams, lawyers, accountants, and contractors continue to work and provide
4 services for GGL and/or GGF. The leadership team of GGL and GGF consists of HFPA members
5 and officers, including HFPA president Helen Hoehne as GG's President and HFPA Chief
6 Diversity Officer, Neil Philips as a member of GGL board of directors, and HFPA Consultant,
7 James Lee as a GGL consultant. The majority of GGL Board of Directors are former HFPA
8 officers and members. All GGF members and staff are former HFPA members and staff, including
9 HFPA COO Greg Goeckner as GGF's COO. Furthermore, GGF and the HFPA share a single
10 address.

11 7. Based on the foregoing, Plaintiff alleges that since the formation of GGL and GGF, there
12 has existed a unity of interest and ownership between the HFPA, GGL, and GGF, such that any
13 individuality and separateness between these Defendants has ceased. Plaintiff further alleges that
14 GGL and GGF are alter egos of HFPA, and that each Defendant is the alter ego of the other
15 Defendants. Adherence to the fiction of the separate existence of these Defendants as entities
16 distinct from each other would permit abuse of the corporate privilege and would sanction fraud
17 and/or promote injustice.

18 8. The Plaintiff further alleges that GGL and GGF are mere continuations of HFPA,
19 continuing the same operations, leadership, and business practices under different names. The
20 seamless transition of assets, personnel, and operations from HFPA to GGL and GGF suggests
21 that these entities were created not as independent organizations but as vehicles to perpetuate
22 HFPA's legacy while attempting to shield it from liabilities.

23 9. Defendants Does 1-100, inclusive, whether individual, corporate, alter ego, partnership,
24 joint venture, associate or otherwise are presently unknown to Plaintiff, who therefore sues these
25 defendants by fictitious names. Plaintiff will seek leave of court to amend this Complaint to allege
26 their true names and capacities when they are ascertained.

27 10. Defendant Does 1-100, inclusive, acted in the capacity of principal, agent, master, servant,
28 employer, employee, independent contractor, joint venture, partnership or otherwise and acted
under the control of and at the direction of each other defendant. Each defendant, as a principal, is
vicariously liable for the negligent and/or wilful conduct of each defendant acting as an agent
within the course and scope of such agency. Each defendant when acting as a principal was
negligent, careless or reckless in the selection, hiring, training, management, supervision and

1 entrustment of all other defendants and ratified and approved of the unauthorized conduct of each
2 defendant after it occurred, by conduct, inference or otherwise.

3 **JURISDICTION, VENUE AND PRE-SUIT REQUIREMENTS**

4 11. Jurisdiction is proper in that this action concerns tortious conduct in Los Angeles

5 12. County engaged in by an entity headquartered and having its sole place of business in Los
6 Angeles County and directed at Plaintiff, a resident of Los Angeles County at the time the
7 complaint was filed.

8 13. Venue is proper in this Court under California Code of Civil Procedure §396(a) as the
9 events giving rise to the claims occurred in Los Angeles County.

10 14. On May 9, 2022, Plaintiff obtained a Right to Sue Notice from the California Department
11 of Fair Employment & Housing, matter number 202205-16890303 (attached as Exhibit 1).

12 **FACTS COMMON TO ALL CLAIMS**

13 15. The HFPA consisted of foreign journalists and photographers who reported on
14 entertainment industry activity and interests in the United States for media, newspaper, magazine
15 and book publication, television and radio broadcasting as well as other forms of media. It is well
16 known that the HFPA conducted the annual Golden Globes ceremony and was a noteworthy
17 entity within the world of entertainment journalism. Other than being employed by the HFPA in
18 different capacities, HFPA members enjoyed many perks due to this prominence, and
19 membership in the organization was a make or break for a journalist's career.

20 16. Plaintiff was the producer and presenter of the BBC Cinematic TV show at BBC Arabic
21 and a columnist at the London-based Pan-Arab newspaper Al-Quds Al Arabi and was a regular
22 expert commentator on several international TV outlets. He holds a Ph.D. in visual neuroscience
23 and has works published in prestigious scientific periodicals such as the Journal of Physiology as
24 well as Visual Neuroscience. He was active in philanthropy in the Middle East, where he
25 sponsors cancer treatment for children in the West Bank and Gaza while establishing a
26 kindergarten in Lebanon for Syrian and Palestinian refugees. He has been a member of Jewish
27 Voice For Peace for more than ten years.

28 17. Plaintiff was an active member and an employee of the HFPA from May 2010 and from
June 2017, respectively, until his improper termination in August 2022. During his tenure, he
experienced hostile behavior, racial discrimination, and retaliatory conduct, which were not
investigated in accordance with HFPA bylaws and policies.

1 18. Plaintiff is an outspoken proponent of racial diversity, open-mindedness and fairness to its
2 members, transparency in business affairs, the condemnation of self-dealing, and actions that
3 benefited the health and productivity of the HFPA. Some of Plaintiff's public comments include:

- 4 a. Comments as to Sky News' broadcast aired on January 10, 2022 "Racism is not an
5 HFPA disease: it's a pandemic" (On Sky News: Racism is not an HFPA disease; it's a
6 pandemic - YouTube).
- 7 b. Comments to the Los Angeles Times article dated April 19, 2021 "Former HFPA
8 President faces backlash over email calling Black Lives Matter a 'hate movement'
9 Former HFPA president blasted over Black Lives Matter email - Los Angeles Times
10 (latimes.com) Specifically, the article stated: "Asi, a Palestinian born in Israel, told
11 members during a meeting last year to discuss hiring a diversity consultant (ultimately
12 rejected) that he'd worked in many different countries in many different fields but that
13 he'd never encountered as many "racist comments" as he had in this association."
14 Comments as to BBC's broadcast "Are the Golden Globes to blame for the lack of
15 diversity in Hollywood aired on January 10, 2022 (Are the Golden Globes to blame
16 for the lack of diversity in Hollywood? - YouTube).
- 17 a. Comments about the need for reform on the Sky News January 10, 2022 broadcast
18 "Golden Globes: No celebs? No broadcast? No future? The controversy surrounding
19 the 2022 Awards (Golden Globes: No celebs? No broadcast? No future? The
20 controversy surrounding the 2022 awards | Ents & Arts News | Sky News)
- 21 c. Comments to the Los Angeles Times article dated March 3, 2021 "HFPA Golden
22 Globes Fallout: HFPA Members voted not to hire a diversity consultant last summer"
23 HFPA members voted not to hire a diversity consultant - Los Angeles Times
24 (latimes.com). Specifically, Plaintiff commented "I always have to explain and defend
25 who I am ... my ethnicity and the people I came from or even the religion..." "I heard
26 from other members who also encountered this problem."
- 27 b. Comments in the Newsweek article dated April 22, 2021, "Hollywood Press Members
28 Feel Victim of Cancel Culture Even As They Oust Philip Berk Over BLM
Comments" (Hollywood Press Members Feel Victim of Cancel Culture Even as They
Oust Philip Berk Over BLM Comments (newsweek.com)) "People keep talking about
changes to the HFPA, but I want to see changes in the entire industry," said Asi, who
is Palestinian and was raised in Israel. He said he's experienced his own share of

1 racism. “Racism is not an HFPA disease—it's a pandemic. If you cancel the HFPA,
2 someone else will take over. If you don't fix the entire system, you will change
3 nothing.”

4 **INSTANCES OF RACIAL DISCRIMINATION AND HARASSMENT**

5 19. Plaintiff was subjected to several instances of racial discrimination and harassment by
6 HFPA members and leadership. Despite Plaintiff reporting these incidents, HFPA failed to
7 investigate or take corrective action, as mandated by HFPA's own Bylaws, Grievance and
8 Reporting Policy (“Reporting Policy”), Whistleblower Policy, and Code of Conduct. True and
9 correct copies of HFPA's Bylaws, Reporting Policy, Whistleblower Policy, and Code of Conduct

- 10 a. Plaintiff was called and referred to as a ‘terrorist’ multiple times by HFPA leadership
11 since his application for membership in 2010, with additional disparaging comments
12 made as to Plaintiff being a ‘terrorist’ subsequent to that time. Plaintiff had
13 complained about this type of conduct as recently as the summer of 2021, yet no
14 investigation was ordered. Plaintiff was summarily dismissed, called a liar and a
15 victim despite providing supporting evidence and testimony, and received no written
16 explanation for any reason why the incidents were not investigated.
- 17 b. In or around 2016, Plaintiff had asked then-HFPA President Lorenzo Soria (“Soria”)
18 why he could not get a job with the Golden Globes website or any committee position
19 for seven years even though he was well-qualified. Plaintiff was told that
20 “membership hated him because he was an ‘angry Arab’” as a purported justification
21 for not giving Plaintiff a job for seven years. At a general membership meeting
22 (“GMM”) in June 2021, Board member and head of digital Luca Celada repeated the
23 false claim that “no one wanted to work with Plaintiff” as a reason for not using his
24 services to fix Golden Globes website problems. (Plaintiff has a PH.D. in neural
25 networks from Israel’s prestigious technology Institute, The Technion.)
- 26 c. At the urging of some HFPA members, Plaintiff responded to the claim that no one
27 wanted to work with him in an email to the membership. He was subsequently
28 attacked both in writing and verbally by three HFPA members, even though several
members confirmed witnessing Plaintiff subjected to racial harassment and
discrimination.

- 1 d. On or around June May 2020, during a discussion of hiring a DEI director at a GMM,
2 Plaintiff told the HFPA leadership and membership that he had faced more racism in
3 the HFPA than anywhere else in the world, but he was ignored.
- 4 e. Plaintiff again reported the ‘angry Arab’ several times, including to HFPA’s president
5 Helen Hoehne (“Hoehne”) and James Lee, founder and CEO of Lee Strategy Group
6 and HFPA’s Crisis Manager (“Lee”) on June 18, 2021, and Chief Diversity Officer,
7 Neil Phillips (“Philips”) on December 18, 2021, by email and in person. The HFPA
8 did not investigate, and Lee told Plaintiff that bringing up matters like that would hurt
9 HFPA.
- 10 f. The malicious stereotyping of Plaintiff also occurred when a former HFPA member
11 stated to Plaintiff, ‘I hate Jews more than you do,’ falsely assuming that, because of
12 his ethnicity, Plaintiff hates Jewish people. Plaintiff was then told by the same HFPA
13 member that Jewish members were scheming to get him expelled from HFPA, which
14 later turned out not to be true.
- 15 g. Despite Plaintiff’s Israeli nationality and the support of his Israeli and Jewish
16 colleagues, false accusations of antisemitism against him continued and amplified -for
17 merely discussing the politics of his country’s politics in his reporting- and ultimately
18 were used to terminate him in 2022 unjustly.
- 19 h. Plaintiff’s articles about Middle Eastern cinema were often rejected or censored by
20 the Golden Globes Website Editors. For instance, in November 2021, his article about
21 the New York-based The Other Israel Film Festival, which focuses on Israeli Arabs,
22 was rejected, albeit Plaintiff is an Israeli Arab.
- 23 i. Plaintiff has received comments from HFPA members such as ‘Which Islamic
24 Madrassa have you attended?’ and ‘Do you lock your sisters at home and beat them?’
25 In fact, Plaintiff’s sisters are highly accomplished professionals who have earned
26 rigorous academic degrees.
- 27 j. In or around July 2019, at a press junket, an HFPA Board member, Luca Celada,
28 publicly told Plaintiff that he wouldn’t be paid because he was illegal in the US
(Plaintiff is a US permanent resident). The Junket officer responded, “Should we call
the police?” When Plaintiff complained, he was attacked and dismissed as a victim.
Then, he was forced to apologize to the HFPA’s bookkeeper, who made the allegation
against Plaintiff.

1 k. Plaintiff consistently advocated for the support of Middle Eastern and African talent
2 within HFPA, suggesting collaborations with Middle Eastern festivals and proposing
3 grants to support filmmakers from these regions. Despite the merit of his proposals,
4 they were often met with resistance or ignored by HFPA leadership. For instance, on
5 September 29, 2021, Plaintiff suggested that HFPA collaborate with the El Gouna
6 Film Festival, the Red Sea Film Festival, and the Venice Film Festival to offer
7 development or completion grants for filmmakers from the Middle East and Africa.
8 His proposals were dismissed or delayed. Hoehne told him that “No one cares about
your people.”

9 20. Plaintiff was also subjected to repeated bullying and harassment by HFPA member
10 Frances Schoenberger, who also bullied and assaulted other members.

- 11 a. On August 3, 2019, Plaintiff was verbally attacked by Schoenberger at a press
12 conference with film star Amanda Seyfried in front of the HFPA membership and
13 publicists. Despite the membership outrage at her attack and Plaintiff's complaint to
14 president Soria, the incident was not investigated.
- 15 b. On April 15, 2021, when Plaintiff spoke at a General Membership Meeting,
16 Schoenberger responded: "Shut down this ugly guy." Schoenberger repeated this
17 comment at other General Membership Meetings in front of the HFPA's leadership.
- 18 c. Plaintiff and other members filed several complaints against Schoenberger to the
19 Board, but the complaints were ignored. Soria told Plaintiff that Schoenberger was
20 untouchable. Even after the media reported in May 2021 that Schoenberger sexually
21 harassed film star Tom Cruise, she was not investigated. A complaint was lodged
22 against her at the HFPA's hotline in August 2022, but she was not investigated.
- 23 d. On January 10, 2022, Schoenberger falsely accused Plaintiff of leaking confidential
24 HFPA information to the Los Angeles Times and making disparaging remarks about
25 the HFPA. Plaintiff promptly reported this defamatory accusation to Phillips but
26 received no response.

27 21. Plaintiff sought advice and support from Phillips regarding the discriminatory behavior he
28 faced, but no substantive actions were taken to address his concerns or to investigate the incidents
he reported.

HOSTILE WORK ENVIRONMENT AND CORRUPT PRACTICES

1 22. The conduct described herein fostered a hostile work environment for Plaintiff and other
2 HFPA members. Members who voiced concerns about preferential treatment, self-dealing,
3 systemic racism, sexually charged remarks, or racial epithets were ridiculed, shamed, harassed,
4 and treated with contempt. The environment was marked by fear of retaliation against anyone who
5 opposed the HFPA's leadership or expressed dissenting views.

6 23. For over a decade, Plaintiff was an outspoken critic of the HFPA Board and its Chief
7 Operating Officer, Gregory Goeckner ("Goeckner"). Plaintiff persistently exposed, criticized, and
8 campaigned against discriminatory and corrupt practices, including financial mismanagement,
9 cronyism, backdoor dealings, the hiring and overpayment of unqualified vendors without due
10 diligence, and repeated violations of the HFPA's Bylaws. While others were expected to follow
11 Board procedures for vendor bidding, Goeckner routinely circumvented these rules. Plaintiff
12 advocated for reforms, including the hiring of an HR director, but was met with hostility, racist
13 verbal abuse, and fabricated accusations of sexual misconduct, terrorism, and antisemitism.

14 24. The mismanagement Plaintiff had long decried was publicly exposed in February 2021,
15 when the *Los Angeles Times* began publishing a series of high-profile articles detailing widespread
16 corruption and racism within the HFPA. In the aftermath, the HFPA was ostracized in
17 Hollywood—studios and celebrities boycotted the organization, and NBC cancelled its broadcast
18 of the Golden Globe Awards. Rather than respond to the public criticism, the HFPA Board and
19 Goeckner grew increasingly secretive and unilateral in their decision-making. They hired an army
20 of crisis managers and legal advisors to shield themselves from accountability

21 25. One *Los Angeles Times* article referenced a leaked audio recording of an HFPA General
22 Membership Meeting ("GMM") in which Plaintiff was heard stating that he had experienced the
23 worst form of racism within the HFPA:

24 "Another member attending the meeting, Husam 'Sam' Asi, who represents the
25 United Kingdom and the Middle East, called out the HFPA, saying he'd worked in
26 many different countries in many different fields but that he'd never encountered as
27 many 'racist comments' as he had in this association."

28 Despite public outcry, the HFPA issued no response or didn't investigate.

29 26. On March 1, 2021, Plaintiff publicly called for transparency and reform in a Sky News
30 interview, followed by a Newsweek interview the next month. Goeckner reprimanded him for
31 speaking to the press, claiming that such actions kept the HFPA in the headlines. Shortly
32 thereafter, Jamie Kronfeld, an executive at HFPA's publicity firm Sunshine Sachs ("Sunshine

1 Sachs”), called Plaintiff and urged him to stop speaking to the press, claiming that ignoring the
2 media was the best way to manage negative publicity.

3 27. In March 2021, Plaintiff launched a membership website to improve transparency within
4 the HFPA. Within a month, at Goeckner’s urging, the Board shut the site down, citing concerns
5 about potential press leaks.

6 28. Despite growing pressure from the public and industry for meaningful reform, the HFPA
7 leadership and Goeckner maintained the status quo. They grew even more opaque and channelled
8 increased funds into crisis PR and legal services rather than structural reform, inter alia:

9 a. They allocated an undisclosed sum to explore a potential defamation lawsuit against
10 media outlets that had reported on the HFPA’s internal corruption and racism.

11 a. They hired Lee, the founder of Lee Strategy Group—a firm that had previously been
12 struck by the California Franchise Tax Board in 2008—and paid \$450,000 for three
13 months of crisis management services.

14 b. Sunshine Sachs demanded that its monthly retainer be raised from \$7,000 to \$37,000.
15 Plaintiff condemned this as extortion and campaigned against the increase, but the
16 Board approved it nonetheless.

17 c. The HFPA retained law firm Ropes & Gray (“R&G”) to propose reforms and rewrite
18 its Bylaws and internal policies, at a cost exceeding seven figures. Notably, the HFPA
19 had hired a different law firm just two years earlier for similar purposes, but that
20 firm’s recommendations—including the appointment of an HR director—were
21 shelved and never shared with members. Instead of implementing those reforms, the
22 leadership brought in a new consultant who promptly increased their salaries

23 29. On April 12, 2021, Plaintiff emailed R&G a detailed list of Goeckner’s misconduct and
24 formally requested an investigation. R&G ignored the request, stating that investigations were
25 beyond the scope of its assignment. Plaintiff then followed up with Vice President at the time,
26 Hoehne, who dismissed his request as a distraction.

27 30. As Hollywood mega stars such as Scarlett Johansson and Tom Cruise amplified calls for
28 accountability, Plaintiff renewed his demands in a Sky News interview in May 11, 2022 for an
investigation into the HFPA’s leadership and its advisors. He stated: “But nailing down those in
power is challenging, as those at the top can be elusive.”

31. In or around June 2021, Plaintiff’s efforts led to a unanimous vote by the membership to
conduct a full investigation. Plaintiff followed up with the Board urging them to honor the

1 membership's directive. Instead, the Board reprimanded him for being "obstructive" and
2 dismissed the request. To date, no investigation has been conducted. The parties implicated in the
3 alleged misconduct—including Hoehne, Lee, Goeckner, and Sunshine Sachs—remain in
4 influential roles at Golden Globes LLC ("GG") and Golden Globes Foundation ("GGF").

5 32. In May 2021, the HFPA established a confidential hotline to report misconduct. Although
6 the Board ostensibly retained authority over the hotline, Board member Gabriel Lerman later
7 testified that the Board was kept in the dark about investigations, raising serious concerns about
8 transparency. On information and belief, the leadership weaponized the hotline to suppress
9 dissent. While complaints implicating leadership allies were buried, complaints against dissenters
10 were fast-tracked for disciplinary action. The HFPA confirmed that:

- 11 A. On and around October 2024, the HFPA confirmed that Plaintiff's complaint on August 9,
12 2022 regarding Goeckner's misconduct and violations of the Bylaws and Code of Conduct
13 and his complaint on November 22, 2022 regarding Frances Schoenberger's bullying and
14 harassment were not forwarded to the Board nor investigated.
- 15 B. By contrast, when an anonymous complaint was lodged against Plaintiff for a minor,
16 technical violation of a travel policy, the HFPA immediately launched a formal, multi-
17 month investigation that resulted in a 7-page report recommending a sanction of just over
18 300 Euros.
- 19 C. Another complaint on and around August 2022 against whistleblower Frank Rousseau,
20 who allegedly repurposed quotes from past celebrity interviews in one of his articles, led
21 to his immediate expulsion.

22 33. In summer 2021, HFPA members approved R&G's newly drafted Bylaws, Reporting
23 Policy, and Code of Conduct (see attached exhibits 2, 3, 4 respectively).

24 34. In September 2021, the Board appointed Eldridge Industries Chairman Todd Boehly
25 ("Boehly") as interim CEO, bypassing a formal tender process and installing him prior to
26 establishing the HR department required by the new Bylaws.

27 35. While Boehly publicly portrayed himself as a reformer, Plaintiff and others believed his
28 true goal was to split the HFPA into two entities: a commercial for-profit company, controlled by
Eldridge, that would own the Golden Globes Awards, and a nonprofit entity controlled by the
membership. Members who raised concerns about Boehly's conflicting interests were dismissed,
and their objections were not investigated.

1 36. In further circumvention of Board oversight and without an HR department in place,
2 Boehly unilaterally installed a handpicked team—including personnel for social media, legal, and
3 finance—and appointed his friend Phillips as Chief Diversity Officer at a monthly salary of
4 \$30,000. Plaintiff repeatedly questioned these appointments and the absence of HR oversight, but
5 his inquiries were ignored.

6 **CONSTRUCTIVE DISCHARGE OF PLAINTIFF**

7 37. In November 2021, following public pressure to reform and member demands for website
8 improvements, the HFPA Board of Directors appointed Plaintiff as the Website Manager.

9 • Plaintiff's responsibilities included managing the technical aspects of the Golden Globes
10 website, collaborating with the editorial and content team, improving website traffic, and serving
11 as the exclusive liaison between the Board and the website development firm, Pastilla.

12 • Despite his appointment, Plaintiff was not provided with the necessary resources, support,
13 or authority to fulfil his duties effectively. Specifically, he was denied access to essential
14 information, such as the website's previous work and financial reports, impeding his ability to
15 assess the website's performance and make informed decisions.

16 • Plaintiff encountered substantial obstacles and lack of cooperation from Goeckner, who
17 had presided over the Website since joining the HFPA in 2013, and Pastilla. His inquiries and
18 requests for information were routinely ignored or met with resistance, creating a frustrating and
19 unproductive work environment.

20 • In the course of his duties, Plaintiff uncovered concerning financial practices. He
21 discovered that millions of dollars had been spent on external, sometimes unqualified, experts
22 with minimal improvement in website traffic since 2013. Plaintiff reported his findings to the
23 Board, but his concerns were ignored, and no action was taken.

24 • Despite the lack of support, Plaintiff prepared a comprehensive report detailing the
25 website's failures and proposing a detailed plan for restructuring, improvement, and cost
26 reduction. However, the HFPA Board failed to implement any of Plaintiff's recommendations.

27 • Contrary to Plaintiff's warnings and objections, the HFPA continued applying the old,
28 failed methods, approving exorbitant payments requested by Goeckner for vendors and
appointing unvetted and unqualified individuals to run the website. For instance, through
Goeckner, the HFPA authorized a \$90,000 payment for hosting the website to Pastilla without
Plaintiff's knowledge or approval, further undermining his authority and ability to manage the
website.

1 • Plaintiff identified the lack of an HR department as a critical issue contributing to
2 dysfunction and financial mismanagement within the HFPA. He observed that appointments were
3 made without proper vetting, and there was no structured mechanism for addressing workplace
4 issues. Plaintiff urged the Board to hire an HR director as mandated by the bylaws, but his
5 recommendation was ignored.

6 38. During this period, Plaintiff became aware that multiple entities and individuals—apart
7 from Todd Boehly—were interested in acquiring the Golden Globes but were allegedly blocked
8 from submitting bids. On the eve of the 2022 Golden Globes ceremony on January 9, 2022, while
9 Plaintiff was conversing with a representative of one such interested party (“Buyer”), he received
10 a text from President Hoehne summoning him to an urgent meeting. Upon arrival, Plaintiff found
11 Hoehne and Lee, waiting. Lee immediately began shouting at Plaintiff, accusing the Buyer of
12 attempting to “steal the HFPA from us.” Lee then pulled Plaintiff aside and made what Plaintiff
13 perceived as highly disparaging and inflammatory remarks about the Buyer, offering no evidence
14 or substantiation for his claims. Disturbed by the meeting, Plaintiff contacted several HFPA Board
15 members, all of whom denied having any knowledge of plans to sell the Golden Globes. The
16 following day, Hoehne called Plaintiff and reprimanded him for sharing information from their
17 conversation with the Board. She informed him that Lee was “deeply upset” that Plaintiff had
18 disclosed details of their private dealings to Board members.

19 39. In a subsequent phone call, Lee not only demanded that Plaintiff apologize for informing
20 the Board of his discussions with Lee and Hoehne but also scolded him for failing to consult Lee
21 prior to reporting on the Golden Globes Awards ceremony for the BBC. Lee then referenced a
22 separate interview he had arranged for another member on Bloomberg TV. Plaintiff responded
23 that he was a journalist employed by the BBC and did not take editorial direction from HFPA
24 consultants.

25 40. Around January 15, 2022, Plaintiff told Hoehne in a phone call that the HFPA could not be
26 meaningfully reformed while the same individuals responsible for its corruption remained in
27 control. He urged her to implement the May 2021 membership vote mandating an independent
28 investigation. Hoehne responded flatly that such an investigation “will never happen.”

 41. After enduring months of obstruction, lack of support, and the HFPA’s continued disregard
for his professional expertise and concerns, Plaintiff reasonably concluded that his position as
Website Manager had become untenable. He believed that his appointment was a pretext designed

1 to lend credibility to the HFPA’s public image while concealing ongoing corruption, financial
2 misconduct, backroom deals, and repeated violations of the Bylaws—and to silence his dissent.

3 42. On January 17, 2022, Plaintiff resigned from his position as Website Manager, citing the
4 HFPA’s failure to provide institutional support, transparency, a functioning HR department, or
5 adherence to its own governing rules and policies.

6 **THE HFPA RETALIATE AGAINST PLAINTIFF FOR PROTECTED CONDUCT**

7 43. On February 2, 2022, an online trade publication *The Wrap* published an article (“Article”)
8 authored by its editor in chief, Sharon Waxman (“Waxman”) and reporter Brian Welk, containing
9 false allegations of sexual misconduct made by three women against Plaintiff. Within minutes of
10 publication—and without receiving a formal grievance, hotline complaint, or even reviewing the
11 Article’s contents—the HFPA launched an investigation into Plaintiff. This action was
12 unprecedented and violated the HFPA’s own Reporting Policy section 1.

13 44. On November 9, 2024, HFPA internal documents revealed that unbeknownst to the Board,
14 a so-called “Crisis Team” composed of Hoehne, Goeckner, Lee, and executives from Sunshine
15 Sachs, had been in discussion with *The Wrap* and Waxman weeks about the allegations against
16 Plaintiff before the publication of the Article. The Crisis Team was aware that Waxman harbored
17 a longstanding vendetta against Plaintiff and had been fabricating and circulating similar
18 unfounded allegations against him since at least 2013.

19 45. In January 2025, one of the alleged accusers, former HFPA member Wenting Xu, testified
20 that neither she nor the other women approached to *The Wrap*—rather, *The Wrap* reached out to
21 them—and that she never experienced any mistreatment or sexual harassment by Plaintiff nor
22 witnessed him mistreating or harassing the other women. Actually, Plaintiff defended her against
23 HFPA attacks. Despite never filing a complaint against Plaintiff, HFPA investigators pursued her
24 for an interview after the Article was published. In stark contrast, Xu testified that she had filed a
25 formal harassment complaint against HFPA members and leaders in June 2021, detailing a toxic
26 work environment. Although her complaint received widespread media coverage, the HFPA
27 didn’t investigate it and instead allowed its members to publicly attack her and label her as a “rat”
28 and “poison.” Sharon Waxman also later admitted that another alleged accuser, Anna Greentree—
who had met Plaintiff only once for ten minutes in 2016—was reluctant to speak against him but
eventually relented to her persuasion. Greentree later refused to speak to HFPA’s investigators or
testify against Plaintiff in any other forum.

1 46. The Article also included a false rumor about Plaintiff, originally propagated by HFPA
2 member Nelle Holmes in 2013. At that time, the HFPA dismissed Plaintiff's complaint against
3 Holmes and refused to investigate. Instead, they believed the rumor without evidence, witnesses,
4 or victims, and leaked it to *The Wrap*. Waxman subsequently weaponized the rumor against
5 Plaintiff, repeatedly republishing it since 2013. ("2013 Article"). When Plaintiff asked Waxman if
6 she had any evidence against him, she replied "I don't need evidence, I have Egyptian friends
7 who do these kinds of things," thereby attributing Plaintiff's alleged actions to his Middle Eastern
8 ethnicity. Plaintiff informed the HFPA of Waxman's statement, but they ignored him.

9 47. At the time the Article was published, Plaintiff was in the United Kingdom. He
10 immediately drafted a rebuttal and sent it to Goeckner and Lee. Neither responded. Plaintiff then
11 attempted to follow up by phone with Lee, but Lee refused to take his call.

12 48. In a December 2022 Op-Ed, Waxman stated that she and *The Wrap* had written a dozen
13 stories over the last twenty years about the HFPA's corruption, bad behavior, assaults, infighting,
14 self-dealing, backstabbing, tattle-taling, insularity, sexual harassment, and lack of diversity and
15 transparency. The HFPA did not investigate any of those stories, consistent with the advice of
16 Sunshine Sachs, whose stated strategy was that silence is the best way to address bad press.
17 However, internal HFPA documents confirm that, in Plaintiff's case, Sunshine Sachs coordinated
18 and collaborated with *The Wrap*'s reporters and praised their coverage, commenting in an internal
19 email "Good Piece by Brian [Welk]." The same documents reveal that Sunshine Sachs reported to
20 the Board on February 4 and 7, 2022 that there was no media interest in the Article, yet its
21 executive, Ms. Kronfeld, urged Hoehne and Lee to expel Plaintiff immediately, stating in an
22 email: "It seems absolutely crazy to me that we can only take action once a full investigation is
23 completed by an outside party that could take weeks."

24 49. In an internal text exchange among members of HFPA's "strategy committee" in early
25 February 2022, Board member Joana Massey wrote, "We had an excellent story from *The Wrap*
26 today. A real breakthrough, but now we need to initiate proceedings to get Sam [Plaintiff] out."

27 50. At the time, Plaintiff was advised by the BBC, which was aware of Waxman's prior
28 hostility toward him, to disregard the Article and move on. Plaintiff declined and requested that
the BBC conduct its own investigation, expressing his lack of confidence in the HFPA's
investigative process.

 51. On February 7, 2022, *Al Quds Al Arabi* published an article penned by Plaintiff detailing
the racism he had endured within the HFPA ("Al Quds Article"). In the article, Plaintiff credited

1 his survival within the HFPA to the support of Jewish and Israeli friends and mentors, and also
2 discussed Waxman's racially motivated attacks against him. Following the article's publication,
3 Plaintiff's Arabic-language translator and social media manager posted a critical tweet in arabic of
4 Waxman on platform X (formerly Twitter) ("Tweet"). Despite widespread public outcry over the
5 HFPA's racist treatment of Plaintiff, the HFPA did not initiate any investigation into the racism
6 allegations. Instead, less than one hour after publication, Plaintiff received a call from Lee, who
7 falsely claiming that the HFPA had been inundated with complaints about the Tweet and that
8 Waxman was upset because she was allegedly receiving death threats. Plaintiff promptly took
9 down the Tweet. Immediately thereafter, Waxman began circulating the Tweet on her own social
10 media accounts and accusing Plaintiff of antisemitism. Her accusations were ignored by the public
11 and broader media, including Israeli and Jewish outlets, as well as by BBC editors, who informed
12 Plaintiff that as an Israeli citizen, his comments about his country's politics were not subject to
13 interference by the BBC.

14 52. On that day, Plaintiff received an HFPA Notice of Investigation from law firm, Ramsey
15 and Ehrlich (R&E), stating that the HFPA hired it to investigate allegation the "HFPA become
16 aware of" on February 2, 2022, citing the Article and 2013 Article. The notice also stated that
17 information not already public would be considered confidential under the HFPA Bylaws and
18 must not be disclosed to a third party.

19 53. Plaintiff responded with an email to the HFPA membership, welcoming the investigation
20 but criticizing the HFPA's handling of his case and its lack of communication with him
21 ("Email").

22 54. On November 15, 2024, Plaintiff received the February 7, 2022 Board minutes indicating
23 that the Board convened to retaliate against Plaintiff for sending the Email, with Ms. Massey
24 stating, "We have a member who has a track record of causing issues...are we allowed to suspend
25 him?" Although some members objected, noting that Plaintiff had "got the right to free speech,"
26 the Board voted to place Plaintiff on probation—i.e., to suspend him—with immediate effect,
27 pending the outcome of the investigation. The board's decision was in violation of Section I.B.5
28 of the Reporting Policy permits immediate probation only in "investigations related to physical or
sexual assault."

55. As a result of the probation, Plaintiff was barred from attending press conferences, film
festivals, or HFPA meetings and events; from writing articles for the HFPA website; and from
serving on his assigned committee, the International Film Committee. In addition, his hotel

1 reservation and accreditation for the Berlin Film Festival—which he was attending—were
2 cancelled. These restrictions are consistent with the definition of “suspension” under Reporting
3 Policy §§ III.C.3(b), which states:

4 A suspended member may not participate in any HFPA-related activities, including
5 membership meetings, press conferences, and events. A suspended member does not
6 have the right to vote in any HFPA-related matters.

7 56. Pursuant to Section 3.6 of the HFPA Bylaws, prior to any expulsion, termination,
8 or suspension, any Member shall be given 15 days’ written notice and an opportunity to be
9 heard by the Board of Directors, orally or in writing, not less than five days before the effective
10 date of said expulsion, termination, or suspension. Despite and in violation of this provision, the
11 Reporting Policy provides in paragraph I.B.5 for immediate “probation” i.e., suspension in the
12 case of sexual assault.

13 57. On the evening of February 7, 2022, Plaintiff received an email from Goeckner informing
14 him that he had been placed on “probation,” i.e., suspended, effective immediately, pending the
15 outcome of the investigation into the allegations raised in Article, cited the HFPA’s Reporting
16 Policy as authority for the action. But the Article did not reference physical or sexual assault and
17 none of the allegations it contained met the definition of sexual assault under California Penal
18 Code § 243.4. In subsequent communications, the investigators confirmed to Plaintiff and his
19 then-counsel, Nadia Davari, that the investigation did not involve sexual assault. The Board did
20 not respond to Plaintiff’s queries about the reason for his suspension.

21 58. Plaintiff requested that Goeckner be recused from his case due to Goeckner's past
22 hostility towards him, but this request was denied. In fact, Goeckner served as the sole point of
23 contact with R&E. Internal HFPA documents later revealed that Goeckner instructed R&E not to
24 share detailed information about the investigation with the Board.

25 59. On February 8, 2022, Plaintiff submitted to R&E all requested documents and evidence
26 rebutting the allegations made against him. Plaintiff also urged R&E to expedite the investigation
27 to clear his name and mitigate further harm to his career.

28 60. On November 15, 2024, Plaintiff obtained an email authored by Lee and dated February
8, 2022. In the email, Lee stated that *Los Angeles Times* reporter Stacy Perman had called him “to
press him on why the HFPA was not taking quick action against Plaintiff now” for posting the
Tweet. Lee responded that the HFPA could not take disciplinary action based on protected
speech but then disclosed that Plaintiff had been suspended pending an investigation into
allegations of sexual assault. This unilateral disclosure of a confidential member disciplinary

1 matter, based on a fabricated charge of "sexual assault," was not authorized by the Board and
2 violated the HFPA's own policies mandating confidentiality.

3 61. Upon information and belief, to deflect from the politically sensitive and legally fraught
4 issue of disciplining Plaintiff for protected speech (the Tweet), Lee arranged with the *Los Angeles*
5 *Times* for it to publish a story focusing instead on the more damaging and sensational "sexual
6 assault" narrative. Lee has frequently boasted to Plaintiff and other HFPA members of his
7 influence with the editorial staff at the *Los Angeles Times*, and of his ability to place stories
8 favorable to the HFPA's leadership. Indeed, he was able to get flattering stories about the HFPA in
9 *Los Angeles Times*, immediately after he was retained as a crisis manager.

10 62. Within hours of Lee's conversation with Perman, the *Los Angeles Times* published an
11 article on February 8, 2022, titled, "Golden Globes group investigating member over sexual
12 misconduct claims". The article explicitly quoted Lee confirming that "any member accused of
13 alleged sexual assault is put on probation pending the completion of an investigation". This was
14 the first time Plaintiff was made aware of the alleged "sexual assault" allegations.

15 63. In subsequent sworn testimony, HFPA Board members Tina Johnk Christensen and
16 Lerman both confirmed that, at the time of Plaintiff's suspension in early February 2022, the
17 Board had not received any complaint, formal or otherwise, alleging sexual assault by Plaintiff,
18 nor had the Board authorized Lee to make any such statement to the *Los Angeles Times*.

19 64. Nonetheless, on February 9, 2022, Hoehne sent an email to all HFPA members stating that
20 Plaintiff had been placed on probation pending an investigation, citing allegations of "sexual
21 assault" as the basis:

22 Dear Members,

23 As you may be aware, a story appeared in TheWrap with accusations against one of
24 our members. Due to the specific nature of the allegations, the HFPA's Reporting and
25 Grievance Policy...required that the member be placed on probation on an interim
26 basis pending an investigation by outside counsel...As such, any member accused of
27 alleged sexual assault is put on probation pending the completion of an investigation
28 by an outside law firm into the allegations.

65. The direct and foreseeable consequence of the HFPA's false accusation of "sexual assault"
was the immediate and catastrophic destruction of Plaintiff's career. The BBC promptly cancelled
its own investigation, indefinitely suspended Plaintiff's television program, and barred him from
its premises pending the outcome of the HFPA's investigation. Other media outlets cancelled
Plaintiff's scheduled appearances, and he was rendered a pariah within the industry.

1 66. On or around February 9, 2022, Plaintiff contacted Hoehne and demanded to know the
2 basis for the sexual assault allegation. Hoehne admitted that the characterization was not based on
3 any specific complaint but was an "interpretation" of the Bylaws made by Goeckner.

4 67. The Board's decision to suspend Plaintiff was not based on a good faith review of any
5 complaint but a bad-faith maneuver to silence a critic. On or around February 10, 2022, Board
6 member Gabriel Lerman contacted Plaintiff by phone and told him that the HFPA had deliberately
7 mischaracterized the allegations as "sexual assault" as a pretext to invoke the immediate probation
8 provision under Section I.B.5 of the Reporting Policy and thereby avoid the "political
9 controversy" that would arise from disciplining Plaintiff for his protected speech on Middle East
10 politics.

11 68. On or around August 20, 2022, another Board member, Armando Gallo, corroborated this,
12 stating that the decision was a "strategic compromise" to appease factions within the HFPA
13 demanding Plaintiff's immediate expulsion. Gallo further stated that he recused himself from
14 Plaintiff's case because the proceedings were "illegitimate, unordinary, and retaliatory." According
15 to Gallo, Goeckner had acted unilaterally without Board authorization, had never presented the
16 Board with any formal complaints against Plaintiff, and had initiated the investigation with the
17 express intent to "screw" Plaintiff.

18 69. To prolong Plaintiff's suspension and compound the damage to his career, the HFPA then
19 broadened the scope of its pretextual investigation. On February 28, 2022, Plaintiff was notified
20 that the investigation had been expanded to include new, baseless allegations of "antisemitism"
21 stemming from his *Al Quds* Article and the Tweet. These new allegations were solicited from
22 Plaintiff's known antagonists, Waxman and Schoenberger, without reporting through the formal
23 avenues as mandated by the Reporting Policy section I, and concerned matters which do not
24 warrant suspension under the HFPA's Reporting Policy.

25 70. Despite Hoehne's promise to Plaintiff that the HFPA would split the investigations and
26 initially complete the publicized one and shorten his suspension, R&E and Goeckner refused to do
27 so. This expansion, driven by Goeckner without proper Board consultation or approval, unduly
28 prolonged Plaintiff's suspension, causing him further financial, mental, and professional harm.

71. The HFPA's pretextual investigation of Plaintiff stood in stark contrast to its inaction in
the face of credible allegations of systemic corruption. On February 24, 2022, two weeks after the
publication of the Article, *The Wrap* published an article detailing widespread corruption, self-
dealing, and conflicts of interest within the HFPA, including Boehly's plan to sell the Golden

1 Globes to his own company. The report was so significant that it prompted two U.S.
2 Congresswomen to request an IRS investigation into the HFPA's non-profit status. Upon
3 information and belief, the HFPA failed to investigate any of these allegations, demonstrating that
4 its aggressive investigation of Plaintiff was not a good-faith effort to enforce its policies, but a
5 targeted act of retaliation against a known critic.

6 72. On or around March 2, 2022, Plaintiff sent an email to the HFPA Board, putting them on
7 express notice of the severe and ongoing harm their false "sexual assault" allegation was causing.
8 Plaintiff informed the Board that the BBC had suspended him as a direct result of their statement
9 and implored them to retract it to save his livelihood. The Board failed to respond.

10 73. On March 7, 2022, Plaintiff again sought to use the HFPA's internal channels,
11 complaining directly to Chief Diversity Officer Phillips about the clear bias and retaliation against
12 him. Phillips claimed to be unaware of the Article or the investigation. However, internal
13 documents produced in discovery later revealed that Phillips was, in fact, involved in discussions
14 regarding Plaintiff's case from its inception, demonstrating a deliberate effort by HFPA leadership
15 to conceal their actions and feign ignorance.

16 74. In or around mid-April 2022, Board members Gallo and Lerman informed Plaintiff that
17 that the investigation had been expanded for the third time to include Plaintiff's history, again
18 without Board consultation or approval. Both Board members warned Plaintiff that, based on their
19 interactions with the investigators, they believed the investigation was a "sham" and a "fishing
20 expedition" designed to find a pretext for his termination. Mr. Gallo further stated that he had
21 reacted angrily to the investigators, accusing them of deliberately trying to destroy Plaintiff, and
22 exited the meeting.

23 75. The direct and foreseeable result of Defendants' ongoing, bad-faith investigation and their
24 refusal to retract the false "sexual assault" allegation was the destruction of Plaintiff's career. In
25 May 2022, the BBC permanently closed Plaintiff's accounts, and *Al Quds Al Arabi* suspended his
26 column.

27 76. On June 11, 2022, Plaintiff received a copy of section VIII, entitled "Findings of Fact," of
28 the investigation report. The HFPA refused to provide the full report without the Plaintiff entering
into a stipulated protective order citing confidentiality. The investigation debunked all the
Article's allegations against the Plaintiff but added a new one.

77. The investigators concluded that one of the alleged Accusers accompanied Plaintiff to the
Comic-Con festival in San Diego in July 2017 to work with him on a TV shoot and claimed that

1 Plaintiff promised her a hotel room. However, there was no evidence provided to support this
2 promise, nor was there any footage to substantiate the claim. The investigators also contradict
3 their own evidence. The Accuser told them that Plaintiff refused to employ her because she lacked
4 a work permit and that he didn't provide her a festival accreditation, which was necessary to
5 access the festival and conduct the shoot. Documented evidence showed that the Accuser was in
6 San Diego to visit her friend, that the Plaintiff was at the festival to moderate HFPA press
7 conferences, and that his hotel room was provided by the HFPA. Despite this, the investigators
8 inexplicably concluded that Plaintiff sexually harassed the accuser, although she confirmed to
9 them that nothing improper occurred.

10 78. The report likewise concluded Plaintiff was antisemitic, relying on erroneous translations
11 of the Arabic-language Al Quds Article and Tweet. In direct response to this baseless finding, and
12 before the Board voted on his expulsion, several of Plaintiff's Jewish and Israeli colleagues and
13 friends submitted powerful letters to the HFPA Board urging them to dismiss the allegation.
14 Among them was a letter from the family of the late Yoram Kahana, a long-serving Israeli HFPA
15 Board member, who stated that Mr. Kahana had always defended Plaintiff from what he believed
16 were "prejudice[d]" allegations. His family wrote that Mr. Kahana "would have been shamed to
17 see that the organization to which he dedicated the majority of his life, is currently making such a
18 claim of anti-semitism against his friend and fellow countryman." The HFPA Board wilfully
19 ignored these rebuttals.

20 79. The report was littered with other material falsehoods and contradictions designed to
21 create a false narrative. For instance, it falsely claimed that Plaintiff had "regularly invited Ms. Xu
22 for late night visits at his home." However, in her sworn deposition testimony, Ms. Xu herself
23 denied this, stating unequivocally that Plaintiff had never invited her to his home, other than his
24 birthday party.

25 80. In sworn deposition testimony, Lerman testified that he saw no evidence of wrongdoing
26 by Plaintiff in the report, which he described as "lame," and stated that the allegations against
27 Plaintiff were "a result of racial prejudices." Another Board member, Greet Ramaekers, told
28 Plaintiff that the true goal was to terminate him because "he knew too much," a direct admission
of whistleblower retaliation.

81. Plaintiff submitted a comprehensive rebuttal to the sham report, providing evidence
refuting the investigators' claims against him, and formally requested a public hearing of the

1 disciplinary proceedings initiated against him. However, the HFPA Board denied this request,
2 further obstructing Plaintiff's ability to address the allegations openly and defend his reputation.

3 82. On or around July 2, 2022, Hoehne emailed Lee, seeking his advice on the disciplinary
4 action to be taken against Plaintiff. In response, Lee replied in a letter recommending that the
5 HFPA expel Plaintiff, not because of any substantiated wrongdoing, but based solely on managing
6 public perception and protecting the HFPA's revenue.

7 83. On August 22, 2022, despite the investigators' report recommending only a six-month
8 suspension, the HFPA Board voted to expel Plaintiff. This decision was made in violation of
9 Section 3.6 of the Bylaws, as Plaintiff was not provided with the requisite 15 days' written notice,
10 a statement of cause, or the contractually mandated opportunity for a hearing.

11 84. The true reason for his expulsion, as revealed in the August 22, 2022 Board meeting
12 minutes produced in discovery on November 9, 2024, was retaliation for Plaintiff's protected
13 activities. The minutes explicitly state that the Board's decision to expel Plaintiff was based on
14 filing a lawsuit against the HFPA and criticizing it in the press. In his deposition, Lerman
15 confirmed that the sexual misconduct and antisemitism claims were not even discussed at the
16 expulsion meeting and that the Board terminated Plaintiff simply because he "drove them nuts."

17 85. Following the vote, Hoehne published a new series of knowingly false and defamatory
18 statements. She sent letters to Waxman and Schoenberger, produced to Plaintiff on July 30, 2024,
19 falsely stating that Plaintiff was expelled because their allegations against him had been
20 substantiated, writing:

21 "I write to inform you, as a reporting party, that at the Board's August 22, 2022
22 meeting...Board members voted to expel Dr. Asi from the HFPA's membership,
23 effective August 27, 2022."

24 86. On the same day, August 23, 2022, Hoehne sent an email to the entire HFPA membership,
25 which Plaintiff discovered in and around April 2024, again falsely attributing the termination to
26 the sham investigation and linking it back to her original defamatory email of February 9, 2022:

27 "On behalf of the Board of the HFPA, I write to inform the membership that on June
28 13, 2022, the Board received from outside law firm Ramsey & Ehrlich LLP an
investigative report that substantiated certain complaints of misconduct that were
submitted against member Husam ("Sam") Asi in February 2022... At the Board's
August 22, 2022 meeting... Board members voted to expel Dr. Asi from the HFPA's
membership, effective August 27, 2022."

87. The foreseeable result of the HFPA's defamatory letter to Waxman was the immediate
publication of a false and damaging news story. On August 23, 2022, *The Wrap* published an

1 article titled, “Golden Globes Voter Sam Asi Expelled From HFPA Following TheWrap
2 Investigation Into Sexual Misconduct,” which explicitly stated that the expulsion was a
3 “vindication of its reporting of allegations of sexual harassment” in the Article.

4 88. Defendants also ratified the false narrative through strategic silence. On July 31, 2024,
5 discovery revealed that on August 24, 2022, BBC News emailed Lee, asking for confirmation of
6 *The Wrap*’s claims that Plaintiff was expelled because the allegation in the Article were found to
7 be true. Lee failed to respond to the query, thereby refusing to correct a known falsehood and
8 allowing the defamatory narrative to cause further damage to Plaintiff’s career.

9 89. The HFPA continued to publish and ratify the false narrative. On January 9, 2023, in an
10 article by the Associated Press concerning its reforms, an HFPA spokesperson attributed a recent
11 member expulsion to a case “related to sexual harassment,” a clear reference to Plaintiff’s case

12 90. To this day, the HFPA refuses to retract the defamatory allegations of sexual harassment,
13 sexual assault, and antisemitism against Plaintiff. It continues to cause him ongoing harm by
14 concealing the exculpatory evidence from the investigation—including evidence that proves the
15 report’s findings were false—behind a court-issued protective order, preventing Plaintiff from
16 fully clearing his name and resuming his profession.

17 **THE CRISIS TEAM MEMBERS ARE REWARDED FOR THEIR CONDUCT**

18 91. Upon information and belief, despite a formal review process supposedly considering
19 several proposals, the HFPA membership was ultimately presented with only one offer to vote on:
20 a proposal from the firm of its own interim CEO, Mr. Boehly. In or around June 2023, the HFPA
21 most valuable asset, the Golden Globes Awards, was sold to Boehly’s firm, Eldridge Industries,
22 under the banner of a for-profit entity, GGL. The HFPA’s remaining assets and liabilities were
23 transferred to a new non-profit entity, GGF. In exchange for approving the sale, HFPA members
24 were offered employment contracts with GGL, providing an annual salary of approximately
25 \$75,000 plus benefits for five years, or a one-time severance payment of \$250,000.

26 92. The transaction was highly controversial. Upon information and belief, To this, it has not
27 been approved by The California Attorney General. Several members, including at least two
28 Board members, refused to approve the transaction and or accept the GGL payment, citing
29 conflicts of interest. Many others chose to accept a severance agreement and exit the organization.

30 93. Instead of being investigated for their misconduct, the Crisis Team members were
31 rewarded with lucrative and powerful positions in the new corporate structure. Hoehne became the
32 president of the GFF and the GGL, Goeckner became the CEO of the GGF, Lee became an

1 executive at the GGL, Sunshine Sachs became the GGL and GFF publicity agent and Philips
2 became a board member of GGL.

3 94. Within less than two years of the transaction, all remaining HFPA members were laid off
4 by GGL and provided with severance packages. On information and belief, the members initiated
5 legal action challenging the termination as a breach of contract and subsequently secured an
6 additional payment of approximately \$18,000 each in settlement.

7 95. Plaintiff was deliberately excluded from the financial benefits of this transaction. The
8 Asset Purchase Agreement explicitly stipulated that employment offers were to be made only to
9 "Qualified HFPA Members" in good standing at the time of the closing. By orchestrating
10 Plaintiff's pretextual expulsion in August 2022, Defendants ensured he would not be a member in
11 good standing when the deal closed, thereby depriving him of any share of the proceeds, whether
12 as an annual salary or a severance payment. The Asset Purchase Agreement was also structured to
13 shield the new entity from liability for prior wrongful terminations.

14 96. Upon information and belief, Plaintiff's expulsion was engineered by Boehly's supporters
15 to deny him the benefits of the sale, thereby saving the new entity from having to compensate a
16 known whistleblower and critic.

17 **ARBITRARY ENFORCEMENT AND BREACH OF BYLAWS AND POLICIES**

18 97. As set forth herein, the HFPA engaged in a pattern of arbitrary, selective, and retaliatory
19 enforcement of its Bylaws, Reporting Policy, and Code of Conduct (collectively, "Governing
20 Documents"). The HFPA systematically failed and refused to investigate Plaintiff's repeated,
21 good-faith complaints regarding Bylaw breaches, corruption, discrimination, and harassment.
22 However, when Plaintiff engaged in protected activity, the HFPA weaponized its Governing
23 Documents to retaliate against him, launching a pretextual investigation based on fabricated
24 allegations, mischaracterizing those allegations as "sexual assault" to justify his immediate and
25 improper suspension, and ultimately expelling him for the protected acts of filing a lawsuit and
26 publicly criticizing its leadership.

27 98. This pattern of disparate treatment is starkly illustrated by the HFPA's response to an
28 anonymous hotline complaint against Plaintiff in September 2021. For this minor allegation
regarding a technical violation of the Travel Policy, the HFPA launched a formal, multi-month
investigation, culminating in a 7-page report recommending a sanction of approximately 300
Euros, for conducting interviews for his BBC show at the Venice Film Festival. In stark contrast,
when Plaintiff, a long-standing member, made repeated, good-faith, and serious complaints about

1 systemic racism, corruption, financial mismanagement, and harassment by HFPA leadership, his
2 complaints were systematically ignored, dismissed, and buried without any investigation
3 whatsoever.

4 99. This retaliatory pattern is further evidenced by the HFPA's disparate treatment of
5 complaints. Plaintiff's repeated complaints against Schoenberger for harassment and bullying
6 were never investigated. In stark contrast, when Schoenberger and Waxman lodged retaliatory and
7 unsubstantiated complaints against Plaintiff, the HFPA immediately expanded its investigation to
8 include them, prolonged his improper suspension, and subsequently notified them directly of
9 Plaintiff's expulsion, enabling The Wrap to publish a defamatory article claiming its reporting in
the Article had been vindicated.

10 100. Similarly, the HFPA ignored a formal harassment complaint from Ms. Xu, allowing her
11 to be vilified by other members without consequence. Yet, the HFPA aggressively pursued Ms.
12 Xu to solicit a statement against Plaintiff for its investigation, despite Ms. Xu never having filed a
13 complaint against him. The pattern repeated with Waxman: when she publicly accused HFPA
14 leaders of corruption, she was disinvited from the Golden Globes ceremony. Yet when she
15 fabricated sexual misconduct and antisemitic allegations against Plaintiff—a Semite and Israeli
citizen—the HFPA immediately opened an investigation.

16 101. This pattern of selective enforcement was particularly glaring in how the HFPA handled
17 complaints of racial and ethnic bias. The HFPA repeatedly ignored and refused to investigate
18 Plaintiff's numerous documented complaints of anti-Arab racism and harassment over the years,
19 including being called a "terrorist" and an "angry Arab" by HFPA leadership. Yet, the HFPA
20 aggressively expanded its investigation to include baseless charges of "antisemitism" against
21 Plaintiff, even though Plaintiff, an Israeli citizen, is himself a Semite. This demonstrated that the
22 HFPA's disciplinary process was not a tool for justice, but a weapon to be wielded against its
critics.

23 102. The HFPA's bad faith is further demonstrated by its hypocritical enforcement of its own
24 confidentiality rules. In its February 7, 2022 Notice of Investigation, the HFPA formally warned
25 Plaintiff that "information unknown to public was confidential pursuant the HFPA bylaws". Yet,
26 the very next day, the HFPA's own Crisis Manager, Lee, intentionally leaked two pieces of
27 confidential, non-public information to a Los Angeles Times reporter without Board's approval:
28 (1) that Plaintiff had been suspended, and (2) the fabricated allegation that the suspension was for
"sexual assault". Later, after announcing that Plaintiff's expulsion was based on substantiation of

1 claims against him, the HFPA invoked confidentiality to seal the very evidence that refutes its
2 claims.

3 103. This arbitrary and selective enforcement of the Bylaws and Policies highlights the
4 HFPA's failure to adhere to its own governance rules, demonstrating a pattern of discriminatory
5 and retaliatory conduct against Plaintiff.

6 104. The HFPA breached its obligations to Plaintiff under its Bylaws by:

7 a. Failing to give Plaintiff "15 days prior notice" and "provide the reasons" for his expulsion
8 and suspension as mandated by Section 3.6(B)(1)

9 b. Providing Plaintiff with pretextual instead of actual "reasons for expulsion, suspension or
10 termination," in breach of Section 3.6(B)(1).

11 c. Failing to give Plaintiff "the opportunity to be heard by the Board of Directors, orally or in
12 writing, not less than five days before the effective date of expulsion, suspension or termination"
13 as mandated by Section 3.6(B) (2).

14 d. Failing to investigate or take corrective action regarding racial discrimination and
15 harassment against Plaintiff, in violation of the Chief Diversity Officer's responsibilities as
16 outlined in Section 9.7.A.

17 e. Allowing bullying and harassment of Plaintiff at membership meetings in violation of
18 section 4.16.

19 f. Attempting to censor Plaintiff and prevent him from performing his job as a journalist and
20 Website manager in violation of the Chief Diversity Officer's responsibilities as outlined in
21 Section 9.7.A.4-6.

22 g. Failing to hire an HR Director, as required by Sections 8,1(A)(3), 9.6.A, thereby denying
23 Plaintiff and other members proper human resources support and oversight.

24 h. Launching and expanding investigations of Plaintiff without Board authorization in
25 violation of sections 7.7 and 6.1.

26 i. Failing to review and maintain payment records for website expenses as requested by
27 Plaintiff in violation of section 9.5.A.4.

28 j. Failing to investigate and prevent bias in the handling of Plaintiff's investigation and
treatment, in violation of the Chief Diversity Officer's responsibilities as outlined in Section
9.7.A.6.

k. Failing to implement, enforce and rigorously review standards of conduct as required in
section 9.6.A.3.

1 1. Failing to develop and implement organizational strategies to improve the Association's
2 efficiency as required by section 9.6.A.4.

3 105. The HFPA breached its obligations to Plaintiff under its Reporting Policy by:

4 a. Launching investigation in Plaintiff without a receiving a report through it's "Avenues for
5 Reporting misconduct" namely "Third-party hotline and email address operated by Convercent"
6 or "The CEO or the CEO's designee (e.g., Director of Human Resources or Chief Diversity
7 Officer)" in violation of section I.A, and without conducting "review all reports of misconduct"
8 in violation of section I.B.1.

9 b. Placing Plaintiff on probation for reasons not covered in the policy in violation of section
10 I.B.5.

11 c. Failing to review Plaintiff's complaints in violation of section I.B.1.

12 d. Failing to provide Plaintiff with adequate explanations for why his complaints were not
13 investigated in violation of I.B.3.

14 106. The HFPA breached its Whistleblower policy section 7 by failing to protect Plaintiff
15 from retaliation for his complaints and public comments about discrimination and corruption
16 within the HFPA

17 107. The HFPA never intended to apply its procedures fairly with respect to Plaintiff, as
18 evidenced by its consistent failure and refusal to take disciplinary action against others for serious
19 violations of its Governing Documents. The fact that Plaintiff's complaints and concerns, as well
20 as those of others, were summarily dismissed and not investigated is further evidence of the
21 HFPA's breach of its own bylaws and the hostile environment within the HFPA.

22 108. Plaintiff is informed and believes, and thereon alleges, that this disparate and unlawful
23 treatment was driven by both retaliatory animus for his protected whistleblowing and by racial
24 prejudice, as confirmed by Board member testimony and the long history of discriminatory
25 conduct he endured.

26 109. These violations constitute a consistent and deliberate pattern of arbitrary enforcement
27 and bad-faith application of the Governing Documents directly causing Plaintiff substantial
28 professional, reputational, and financial harm.

DAMAGES TO Plaintiff

1 110. **Economic Damages:** As a consequence of Defendants' conduct, Plaintiff has
2 suffered and will suffer harm, including lost past and future income and employment benefits,
3 damage to his career, and wages, overtime, unpaid expenses, and penalties as well as interest on

1 unpaid wages at the legal rate from and after each payday on which those wages should have been
2 paid, in a sum to be proven at trial. Specifically:

3 • **Loss of Employment:** Plaintiff lost his positions at the BBC and Al-Quds Al-Arabi and
4 other outlets in addition to prospective contracts due to the HFPA's retaliatory actions, resulting
5 in significant financial losses.

6 • **Loss of HFPA Positions:** Plaintiff was forced to resign from his role as the Golden
7 Globes website manager and lost his position on the International Film Committee at HFPA and
8 as a content contributor to the Golden Globes website, leading to further loss of income and
9 professional opportunities.

10 • **Loss of Compensation:** Plaintiff was denied compensation from the sale of the Golden
11 Globe Awards, which would have provided substantial financial benefits.

12 • **Lost Wages and Benefits:** Loss of past and future income, including wages, overtime,
13 employment benefits, and other forms of compensation.

14 • **Damage to Career and Reputation:** Impairment of Plaintiff's career trajectory and
15 professional reputation due to Defendants' actions.

16 111. **Plaintiff's Non-Economic Damages:** As a consequence of Defendants' conduct,
17 Plaintiff has suffered and will suffer psychological and emotional distress, humiliation, and
18 mental and physical pain and anguish, in a sum to be proven at trial. Plaintiff experienced severe
19 emotional distress, including anxiety, depression, and trauma due to the HFPA's discriminatory
20 and retaliatory actions, and failure to address his complaints of harassment and discrimination.

21 112. **Continuing Defamation and Harm to Employability:** Defendants have engaged in a
22 pattern of continuing defamation by refusing to retract false allegations of sexual assault and
23 antisemitism, which the HFPA made in an unauthorised leak to *Los Angeles Times* reporter,
24 emails to all members and letters to Schoenberger and Waxman. This ongoing defamation has
25 severely damaged Plaintiff's reputation, caused him to be shunned by the industry, and rendered
26 him unemployable in his field, resulting in further economic and non-economic harm.

27 113. **Retaliation for Whistleblowing:** Defendants retaliated against Plaintiff for engaging in
28 protected whistleblowing activities, including reporting corruption and demanding accountability
and transparency within the HFPA. This retaliation included fabricating allegations, pretextual
suspension, expanding and prolonging an investigation, creating a hostile environment, refusing
to investigate legitimate complaints, and the unlawful termination of Plaintiff's membership.

1 114. **Prolonged Investigation:** Defendants intentionally expanded and prolonged the
2 investigation against Plaintiff to further their discriminatory and retaliatory aims. This prolonged
3 investigation deprived Plaintiff of access to industry and press events, interviews, and
4 significantly contributed to his being shunned by the industry and led to the permanent loss of
5 Plaintiff's positions at the BBC and Al-Quds Al-Arabi, as well as other media engagements and
6 appearances and his film projects.

7 115. **Punitive Damages:** Defendants' conduct constitutes oppression, fraud, and/or
8 malice under California Civil Code section 3294, thus entitling Plaintiff to an award of
9 exemplary/punitive damages.

10 • **Malice:** Defendants' conduct was committed with malice within the meaning of
11 California Civil Code section 3294, including the following:

12 a. Defendants acted with intent to cause injury to Plaintiff and/or acted with reckless
13 disregard towards Plaintiff's injury, including fabricating allegations, suspending then terminating
14 his membership, and/or taking other adverse actions against Plaintiff because of Plaintiff's race,
15 ethnicity, national origin, and his good faith complaints.

16 b. Defendants' conduct was despicable and committed with willful and conscious disregard
17 of Plaintiff's rights, health, and safety, including Plaintiff's right to be free of discrimination,
18 harassment, retaliation, and wrongful termination.

19 • **Oppression:** In addition, and/or alternatively, Defendants' conduct was committed with
20 oppression within the meaning of California Civil Code section 3294. Defendants' actions against
21 Plaintiff because of Plaintiff's race, ethnicity, national origin, and his good faith complaints were
22 "despicable" and subjected Plaintiff to cruel and unjust hardship, in knowing disregard of
23 Plaintiff's right to a workplace free of discrimination, harassment, retaliation, and wrongful
24 termination.

25 • **Wilful and Wanton Negligence:** In addition, and/or alternatively, Defendants' conduct
26 was committed intentionally with the knowledge that it will probably cause harm within the
27 meaning of California Civil Code section 3294, including the fact that Defendants asserted false
28 (pretextual) grounds for suspending and terminating Plaintiff's membership, prolonging the
investigation and/or other adverse actions intended to deprive Plaintiff of his legal rights.

 • **Fraud:** In addition, and/or alternatively, Defendants' conduct was committed with fraud
within the meaning of California Civil Code section 3294, including the fact that Defendants

1 asserted false (pretextual) grounds for suspending and then terminating Plaintiff's membership
2 and/or other adverse actions intended to deprive Plaintiff of his legal rights.

3 116. **Attorneys' Fees:** Plaintiff has incurred and continues to incur legal expenses and
4 attorneys' fees as a result of Defendants' conduct. Plaintiff seeks recovery of these legal
5 expenses and attorneys' fees in a sum to be proven at trial.

6 117. These damages set forth herein are not exhaustive and were reasonable,
7 foreseeable, and directly, legally, and proximately caused by Defendants and Does 1 through
8 100, inclusive.

9 **FIRST CAUSE OF ACTION**

10 **Breach of Contract (Against All Defendants)**

11 118. Plaintiff incorporates, by reference, his allegations from each of the preceding
12 paragraphs.

13 119. A valid and enforceable contract existed between Plaintiff and the HFPA, the terms of
14 which are set forth in the HFPA's Bylaws, Reporting Policy, Code of Conduct, and Whistleblower
15 Policy (collectively, the "Governing Documents").

16 120. In accordance with Bylaws §§ 3.2 and 3.6, Plaintiff fulfilled all of his obligations as an
17 active member in good standing.

18 121. Plaintiff fully and completely performed all other duties and obligations required of him
19 under the Governing Documents and violated no express obligation thereunder.

20 122. The HFPA materially breached the Governing Documents with Plaintiff in the ways set
21 forth in Paragraphs 97 through 106 above.

22 123. As a direct, legal, and proximate result of defendants' material breaches of the
23 Governing Documents, Plaintiff suffered damages, including but not limited to loss of
24 employment opportunities, damage to his professional reputation, and emotional distress.

25 124. Plaintiff is entitled to compensatory damages, including lost wages, lost profits, and
26 damages for emotional distress, in an amount to be proven at trial.

27 **SECOND CAUSE OF ACTION**

28 **Breach of Implied Covenant of Good Faith and Fair Dealing (Against All Defendants)**

125. Plaintiff incorporates, by reference, his allegations from each of the preceding
paragraphs.

1 126. Every contract, including the Governing Documents, contains an implied covenant of
2 good faith and fair dealing by which defendants, and each of them, are required to give full
3 cooperation to plaintiff in his performance as a member and an employee and to refrain from
4 doing any act that would prevent or impede plaintiff from performing all conditions of
5 membership and employment or any act that would prevent or impede plaintiff's enjoyment of
6 the benefits of his membership.

7 127. The implied covenant required Defendants to perform the terms and conditions of The
8 Governing Documents fairly, honestly, and reasonably.

9 128. Defendant HFPA breached the implied covenant by engaging in a conscious and
10 deliberate course of conduct designed to subvert the spirit of the contract and deny Plaintiff the
11 benefits of his bargain. This bad-faith conduct included, inter alia,

- 12 a. Frustrating Plaintiff's ability to perform his duties as Website Manager by
13 withholding essential information and failing to hire a contractually mandated HR
14 Director, thereby denying him a meaningful role and setting him up for failure.
- 15 b. Systematically ignoring Plaintiff's good-faith complaints of misconduct and
16 discrimination while simultaneously initiating a pretextual, retaliatory investigations
17 against him based on allegations solicited from third parties known to have a vendetta
18 against him.
- 19 c. Suspending Plaintiff under the pretext of a "sexual assault" investigation—an
20 allegation Defendants knew to be false—for the bad-faith purpose of invoking a
21 Reporting Policy §I.B.5 that would immediately deprive Plaintiff of the core benefits
22 of his membership, such as attending professional events and film festivals.
- 23 d. Deliberately prolonging the investigation and improper suspension with the
24 knowledge that doing so was causing cascading harm to Plaintiff's career, thereby
25 using the disciplinary process itself as a tool of punishment.
- 26 e. Willfully ignoring powerful, exculpatory evidence provided by Plaintiff and his
27 colleagues while relying on a sham investigative report containing demonstrable
28 falsehoods to justify a predetermined outcome.
- f. Expelling Plaintiff for the concealed, retaliatory reason of his protected
whistleblowing activity, while simultaneously publishing false and defamatory
statements to the membership and third parties that his expulsion was for
substantiated misconduct, thereby destroying his reputation.

1 g. Upon information and belief, expelling Plaintiff for the improper financial purpose of
2 reducing the number of members entitled to compensation from the sale of the Golden
3 Globes, thereby completely depriving him of a key financial benefit of his long-term
4 membership.

5 129. As a direct and proximate result of Defendant HFPA's bad faith conduct and breach of
6 the implied covenant, Plaintiff has suffered and will continue to suffer damages, including loss of
7 employment, damage to his professional reputation, and emotional distress, in an amount to be
8 proven at trial.

9 130. Plaintiff is entitled to compensatory damages, including lost wages, lost profits, and
10 damages for emotional distress, in an amount to be proven at trial.

11 131. Plaintiff is also entitled to punitive damages because Defendants' conduct was
12 malicious, oppressive, and fraudulent, as demonstrated by their intentional disregard for their own
13 bylaws and policies and their deliberate attempts to harm Plaintiff's career and reputation.

14 **THIRD CAUSE OF ACTION**

15 **Tortious Interference with Contract (Against All Defendants)**

16 132. Plaintiff incorporates, by reference, his allegations from each of the preceding
17 paragraphs.

18 133. At all relevant times, Plaintiff had long-standing and valid contractual relationships with
19 third parties, including as the producer and presenter for the BBC from 2013 until on or about
20 February 8, 2022, and as a columnist for Al-Quds Al-Arabi until on or about May 1, 2022. These
21 contracts, while at-will in structure, entailed a regular course of dealing and mutual expectations
22 of continued collaboration based on Plaintiff's professional performance.

23 134. Defendants knew of Plaintiff's contractual relationships with these outlets. HFPA officers
24 and its Crisis Team had specific knowledge of Plaintiff's employment and of the fact that his
25 access to HFPA-sponsored activities and industry events was essential to his continued
26 performance under those contracts.

27 135. Defendant HFPA engaged in intentional acts designed to disrupt these contractual
28 relationships. These acts were independently wrongful under HFPA's own Governing Documents
and California law and included, inter alia:

a. Unjustifiably suspending Plaintiff's membership based on a pretextual and bad-faith
process, which barred him from attending the press events and film festivals
necessary to perform his duties for the BBC and *Al-Quds Al-Arabi*;

1 140. Plaintiff incorporates by reference his allegations from each of the preceding paragraphs
2 as though fully set forth herein.

3 141. Plaintiff had existing and prospective economic relationships with various media outlets,
4 other organizations, and business partners within the entertainment industry, which carried the
5 probability of future economic benefit. These relationships included, but were not limited to,
6 future projects with the BBC and Al-Quds Al-Arabi, a nascent production company, Resala
7 Limited, which had contractual agreements to produce two film projects. Defendant HFPA was
8 aware of these prospective relationships.

9 142. Defendant HFPA engaged in intentional and independently wrongful acts designed to
10 disrupt these prospective relationships and damage Plaintiff's career. These acts included, inter
11 alia:

- 12 a. Unjustifiably suspending Plaintiff's membership through a pretextual and bad-faith
13 process, thereby barring him from the industry events and access necessary to develop
14 and secure future employment opportunities;
- 15 b. Deliberately and improperly expanding and prolonging the sham investigation for
16 retaliatory purposes, with the knowledge that the continued suspension would
17 undermine Plaintiff's professional standing and interfere with his ability to maintain
18 and develop prospective economic relationships;
- 19 c. Unlawfully expelling Plaintiff in retaliation for his protected activity while circulating
20 false and defamatory statements to HFPA members and third parties claiming he had
21 been terminated due to substantiated misconduct, with the intent to sever Plaintiff's
22 access to the industry and irreparably harm his reputation; and
- 23 d. Refusing to retract or correct these false claims, thereby preventing Plaintiff from
24 restoring his reputation and pursuing prospective economic opportunities.

25 143. The aforementioned conduct was independently wrongful as it was proscribed by
26 determinable legal standards, constituting, among other violations, (1) retaliation in violation of
27 Labor Code § 1102.5; (2) retaliation and discrimination in violation of the Fair Employment and
28 Housing Act (FEHA); (3) a breach of Plaintiff's membership contract and the implied covenant of
good faith and fair dealing; and (4) defamation.

144. As a direct and proximate result of Defendant HFPA's independently wrongful acts,
Plaintiff's prospective economic relationships were actually disrupted, causing him to lose future
employment opportunities and suffer significant damage to his earning capacity.

1 145. Defendants' conduct was wilful, wanton, malicious, and oppressive, warranting an award
2 of punitive damages in an amount to be determined at trial.

3 **FIFTH CAUSE OF ACTION**

4 **Defamation (Against All Defendants)**

5 146. Plaintiff incorporates, by reference, his allegations from each of the preceding
6 paragraphs.

7 147. Defendants published multiple, distinct, false, and defamatory statements concerning
8 Plaintiff, including:

- 9 a. A statement made on February 8, 2022, by Lee to a *Los Angeles Times* reporter,
10 falsely asserting that Plaintiff had been suspended for "sexual assault" allegations.
- 11 b. A statement published on February 9, 2022, in an email from Hoehne to the entire
12 HFPA membership, falsely stating that Plaintiff was placed on probation due to
13 allegations of "sexual assault".
- 14 c. A statement published on August 23, 2022, in an email from Hoehne to the entire
15 HFPA membership, falsely stating that Plaintiff's expulsion was the result of an
16 investigative report that "substantiated certain complaints of misconduct".
- 17 d. A separate statement published on August 23, 2022, in letters from Hoehne to
18 Waxman and Schoenberger, falsely informing them that Plaintiff had been expelled
19 because their allegations had been substantiated.
- 20 e. Falsely stating to the Associated Press on January 9, 2023 that Plaintiff's expulsion
21 based on allegations "related to sexual harassment."

22 148. These statements were demonstrably false and published with actual malice. Defendants
23 knew the statements were false because the HFPA's own Board minutes reveal that the true reason
24 for Plaintiff's suspension and expulsion was retaliation for his protected activities, not any
25 misconduct.

26 149. This cause of action is timely. The defamatory statements alleged herein are part of the
27 same general set of facts, involve the same injuries, and arise from the same retaliatory course of
28 conduct alleged in Plaintiff's original Complaint filed on May 11, 2022. As such, this cause of
action relates back to the original filing date. Furthermore, and in the alternative, Plaintiff could
not have reasonably discovered the specific internal and private defamatory publications alleged
herein until they were produced in discovery. Plaintiff did not discover Hoehne's August 23, 2022
email to the membership until on or about April 2024 and did not discover the letters to Waxman

1 and Schoenberger until on or about July 30, 2024. The delayed discovery rule therefore applies,
2 and this claim is timely filed within one year of his discovery.

3 150. These statements were defamatory per se because they accused Plaintiff of a crime and
4 injured Plaintiff in his profession as a journalist.

5 151. The statements were published to persons other than the Plaintiff.

6 152. The recipients of the statements reasonably understood the statements were about
7 Plaintiff.

8 153. Defendants knew the statements were false or acted with reckless disregard for the truth
9 or falsity of the statements.

10 154. Defendants made the statements with the intent to harm Plaintiff's reputation and interfere
11 with his employment, motivated by ill-will and malice towards Plaintiff.

12 155. As a proximate result of the defamatory statements made by Defendants, Plaintiff has
13 suffered injury to his employment, business, and professional reputation, and further has suffered
14 and continues to suffer embarrassment, humiliation, and anguish, all to his damage in an amount
15 to be proven at trial.

16 156. Defendants committed the acts alleged herein maliciously, fraudulently, and oppressively,
17 with the wrongful intention of injuring Plaintiff, from an improper and evil motive amounting to
18 malice and in conscious disregard of Plaintiff's rights. Plaintiff is thus entitled to recover punitive
19 damages from Defendants and each of them in an amount to be proven at trial.

20 **SIXTH CAUSE OF ACTION**

21 **Retaliation in Violation of Labor Code §1102.5**

22 **(Against All Defendants)**

23 157. Plaintiff incorporates by reference each of the preceding paragraphs as though fully set
24 forth herein.

25 158. At all times alleged herein, California Labor Code § 1102.5 was in full effect and binding
26 on all Defendants.

27 159. Pursuant to California Labor Code § 1102.5, Plaintiff had a legal right to disclose
28 unlawful acts to those with authority to investigate, discover, or correct such violations without
retaliation from Defendant.

160. Plaintiff reported and disclosed unlawful acts prohibited by FEHA, the Labor Code, and
the Business & Professions Code, among other laws, to the HFPA's Board of Directors,

1 presidents, executives, agents, and superiors. These protected disclosures included, but were not
2 limited to:

- 3 a. In or around May 2020, during a general membership meeting, Plaintiff publicly
4 reported that he had experienced more racism within the HFPA than anywhere else in
5 the world, opposing what he reasonably believed to be unlawful race-based
6 harassment and discrimination in violation of *Government Code §§ 12940(a), (j)* and
7 *Labor Code § 1102.5*.
- 8 b. On or about April 12, 2021, Plaintiff submitted a written report to HFPA's outside
9 counsel, Ropes & Gray LLP, detailing what he reasonably believed were violations of
10 nonprofit fiduciary duties, including suspected self-dealing, breaches of Bylaws, and
11 financial mismanagement by Goeckner. These disclosures were later repeated in an
12 August 2022 submission to the HFPA's designated ethics hotline. Plaintiff's
13 complaints implicated violations of the *Nonprofit Public Benefit Corporation Law*
14 *(Corp. Code §§ 5000 et seq.)*, *Business & Professions Code § 17200*, and *Labor Code*
15 *§ 1102.5*.
- 16 c. In April 2021, Plaintiff protested and opposed what he believed to be an extortionate
17 and fraudulent fee increase from Sunshine Sachs, whose monthly rate increased over
18 400% without proper Board approval. Plaintiff raised this concern with HFPA
19 leadership, asserting that the increase reflected a misuse of charitable assets and a
20 breach of fiduciary oversight obligations under *Corp. Code §§ 5231, 5233* and
21 *Business & Professions Code § 17200*.
- 22 d. Between June 2021 and January 2022, Plaintiff repeatedly demanded that the HFPA
23 Board implement the unanimously approved resolution by the general membership to
24 launch an investigation into widespread allegations of racism and corruption reported
25 in the *Los Angeles Times*. Plaintiff reasonably believed that the Board's refusal to act
26 violated the HFPA's nonprofit obligations and anti-discrimination mandates under
27 *Gov. Code § 12940* and *Corp. Code § 5140*.
- 28 e. In or around June 2021, Plaintiff reported to the Hoehne and Lee that he had been
subjected to racial slurs, including being referred to as an "angry Arab". In December
2021, he repeated these complaints to Chief Diversity Officer Phillips, asserting that
the continued use of such language created a hostile environment in violation of *Gov.*
Code § 12940(j).

1 f. In January 2022, Plaintiff disclosed to members of the Board what he reasonably
2 believed were “back-door dealings” by Hoehne and Lee regarding the prospective
3 sale of the Golden Globes to Eldridge Industries without full Board or membership
4 authorization, implicating breaches of fiduciary duties and self-dealing under *Corp.*
5 *Code § 5231*.

6 g. Throughout 2021 and 2022, Plaintiff submitted multiple complaints to the Board and
7 to Phillips regarding what he perceived to be bullying, defamation, and racially-
8 motivated harassment by senior HFPA member Schoenberger. Despite the severity
9 and frequency of Plaintiff’s complaints, no investigation or corrective action was
10 undertaken, in violation of *Gov. Code § 12940(k)*.

11 161. Defendants knew Plaintiff engaged in protected activity. The causal link between
12 Plaintiff’s protected activity and the subsequent adverse actions is established by Defendant
13 HFPA’s own internal records. The Board meeting minutes from February 7, 2022, reveal that the
14 Board convened to sanction Plaintiff specifically because of his protected complaints (“Due to the
15 email sent out from Sam this morning”). During that meeting, a Board member argued for
16 suspension because Plaintiff had a “track record for causing issues”—a direct reference to his
17 history of protected complaints. The Board minutes from August 22, 2022, further establish the
18 retaliatory motive for Plaintiff’s termination, explicitly stating that the decision to increase the
19 sanction to expulsion was based on Plaintiff’s protected activities, including “slamming us in the
20 press,” or “filing a lawsuit against us”.

21 162. As a direct result of and in retaliation for this protected activity, Defendant HFPA
22 subjected Plaintiff to a series of adverse employment actions, including, but not limited to:
23 initiating a pretextual and bad-faith investigation; unjustifiably suspending Plaintiff’s membership
24 and barring him from all work-related activities; deliberately expanding and prolonging the sham
25 investigation; and unlawfully terminating his membership and employment.

26 163. As a direct and proximate result of Defendant’s unlawful retaliation, Plaintiff has suffered
27 and will continue to suffer significant economic and non-economic damages, including but not
28 limited to, lost past and future wages, harm to his career and reputation, shame and humiliation,
and severe emotional distress, in an amount to be proven at trial.

164. Plaintiff is also entitled to recover attorneys’ fees and costs under Labor Code §
1102.5(j), which authorizes such recovery for prevailing whistleblowers.

1 165. Defendants' actions were malicious, oppressive, and carried out with fraudulent intent
2 and in conscious disregard of Plaintiff's rights. The unlawful conduct described herein was
3 undertaken, authorized, and/or ratified by HFPA officers, directors, or managing agents. Plaintiff
4 is therefore entitled to an award of punitive damages pursuant to Civil Code § 3294.

5 **SEVENTH CAUSE OF ACTION**

6 **Constructive Discharge in Violation of Public Policy**
7 **(Against All Defendants)**

8 166. Plaintiff incorporates by reference his allegations from each of the preceding paragraphs
9 as though fully set forth herein.

10 167. At all relevant times, Plaintiff was an employee of Defendants, serving as the

11 168. Website Manager from on or about November 2021 until his constructive discharge on or
12 about January 17, 2022.

13 169. Defendant HFPA, acting in retaliation for Plaintiff's protected whistleblowing activities
14 concerning financial mismanagement and corruption, intentionally created and knowingly
15 permitted working conditions for his role as Website Manager that were so intolerable and
16 egregious that a reasonable person in Plaintiff's position would have had no reasonable alternative
17 but to resign. These intolerable conditions, which violated the fundamental public policy of
18 California protecting whistleblowers, included, but were not limited to: a. Systematically denying
19 Plaintiff the necessary resources, authority, and information to perform his duties, including
20 refusing him access to essential website financial and performance reports;

21 b. Actively obstructing his work and ignoring his professional expertise and concerns
22 regarding the continued employment of unqualified and overpaid vendors;

23 c. Refusing to implement Plaintiff's detailed plans for restructuring and cost-reduction while
24 simultaneously undermining his authority by approving exorbitant payments without his
25 knowledge; and

26 d. Creating a hostile work environment in which Plaintiff reasonably concluded that his
27 appointment was merely a pretext to create the illusion of reform while covering up ongoing
28 corrupt practices.

170. On or about January 17, 2022, as a direct result of these intolerable working conditions
created in violation of public policy, Plaintiff was forced to resign from his position as Website
Manager.

1 171. As a direct and proximate result of this constructive discharge, Plaintiff has suffered
2 damages, including lost wages from the Website Manager position and harm to his professional
3 reputation, in an amount to be proven at trial.

4 172. Plaintiff is entitled to compensatory damages, equitable relief, attorneys' fees, and costs
5 pursuant to applicable statutory and common law authorities.

6 173. The acts alleged herein were committed with fraud, malice, and oppression, and were
7 ratified by HFPA's officers, directors, and managing agents. Accordingly, Plaintiff seeks punitive
8 damages under Civil Code § 3294 in an amount sufficient to punish and deter such conduct.

9 **EIGHTH CAUSE OF ACTION**

10 **Discrimination Based on Race/Ethnicity in Violation of FEHA**

11 **(Cal. Gov. Code 12900, *et seq.*)**

12 **(Against All Defendants)**

13 174. Plaintiff incorporates, by reference, his allegations from each of the preceding
14 paragraphs.

15 175. At all relevant times, Defendant HFPA was Plaintiff's employer within the meaning of
16 Government Code § 12926(d) and subject to the anti-discrimination provisions of the California
17 Fair Employment and Housing Act (FEHA), Government Code § 12940 *et seq.*

18 176. At all relevant times, Plaintiff was an employee of the HFPA. Plaintiff, an Israeli national
19 of Palestinian descent, is a member of a protected class based on race, ethnicity, and national
20 origin. under the Fair Employment and Housing Act (FEHA).

21 177. At all times herein mentioned, FEHA, Government Code Sections 12900, *et. seq.* was in
22 full force and effect and legally binding upon the Defendants and each of them.

23 178. Defendant HFPA subjected Plaintiff to a pattern of severe and pervasive discrimination
24 and harassment that created a hostile, intimidating, and abusive work environment. This conduct
25 included, but was not limited to:

- 26 a. This included HFPA leadership and members referring to Plaintiff as a "terrorist" and
27 presidents Hoehne and Soria telling him that "No one cares about your people"
- 28 b. HFPA leadership providing a direct, discriminatory reason for denying Plaintiff work
opportunities. Then-President Soria explicitly told Plaintiff on and around 2016 that
the reason he had been denied a job with the Golden Globes website was because the
"membership hated him because he was an 'angry Arab'". This was repeated by Board
member and director of digital, Luca Celada, at the June 2021 GMM.

1 179. This long-standing discriminatory animus was a substantial motivating reason for the
2 adverse employment actions taken against Plaintiff, including the fabrication of false allegations
3 of Sexual Assault and antisemitism, suspension and termination. This is further established by the
4 sworn deposition testimony of Mr. Lerman, who testified that the allegations against Plaintiff were
5 "a result of racial prejudices".

6 180. A reasonable person in Plaintiff's circumstances would have considered the work
7 environment to be hostile, intimidating, offensive, oppressive, or abusive.

8 181. Plaintiff considered the environment to be hostile, intimidating, offensive, oppressive, or
9 abusive.

10 182. As a direct and proximate result of Defendant's unlawful conduct, Plaintiff suffered and
11 will continue to suffer economic and non-economic compensatory damages for which Defendant
12 is liable. Plaintiff has sustained and continues to sustain substantial losses of earnings, damage to
13 his reputation, shame, trauma, humiliation and mental anguish.

14 183. Plaintiff is entitled to compensatory damages, including economic and non-economic
15 damages, equitable relief, attorney's fees, and costs pursuant to California Government Code §
16 12965(b).

17 184. Defendants and/or DOES 1-100, and each of them, committed the acts herein alleged
18 maliciously, fraudulently and oppressively in conscious disregard for Plaintiff's rights and such
19 acts were committed by and/or ratified by, and or were committed with the knowledge by the
20 officers, directors, members and/or agents of Defendant and each of them, who were acting at all
21 times relevant to this Complaint within the scope and course of their employment. PLAINTIFF is,
22 therefore, entitled to recover punitive damages from Defendants in an amount according to proof
23 at trial.

24 **NINTH CAUSE OF ACTION**

25 **Retaliation for Complaining of Discrimination and Harassment on the Basis of Race in** 26 **Violation of FEHA (Cal. Gov. Code 12900, et. Seq.)** 27 **(Against All Defendants)**

28 185. Plaintiff incorporates, by reference, his allegations from each of the preceding
paragraphs.

186. At all times alleged herein, California Government Code§ 12940(h) was in full effect and
binding on all Defendants.

1 187. Pursuant to California Government Code § 12940(h), Plaintiff had a legal right to protest
2 harassment and/or discrimination in the workplace, without retaliation from Defendant.

3 188. Plaintiff engaged in such protected activity by making numerous good-faith complaints to
4 HFPA leadership and management about conduct he reasonably believed constituted unlawful
5 discrimination and harassment. These protected complaints included, but were not limited to:

- 6 a. In or around June 2020, reporting to the HFPA leadership and membership during a
7 general meeting that he had experienced more racism within the HFPA than anywhere
8 else in the world;
- 9 b. On or about June 18, 2021, reporting to Hoehne and Lee the use of the discriminatory
10 and harassing "angry Arab" comment by the HFPA's former president;
- 11 c. On or about December 18, 2021, reporting the same racist comment to Chief
12 Diversity Officer Phillips; and
- 13 d. Throughout 2021 and 2022, making multiple complaints to the Board and the Chief
14 Diversity Officer regarding the bullying and racially-tinged harassment by fellow
15 Schoenberger.

16 189. Defendant HFPA, through its officers, members and agents, was aware of Plaintiff's
17 protected complaints opposing discrimination and harassment.

18 190. As a direct result of and in retaliation for this protected activity, Defendant HFPA
19 subjected Plaintiff to a series of adverse employment actions. This retaliation was further
20 compounded when, after Plaintiff lodged his protected complaints against Ms. Schoenberger, Ms.
21 Schoenberger retaliated by filing a baseless complaint of antisemitism against Plaintiff. Instead of
22 dismissing this transparently retaliatory complaint, the HFPA validated and empowered the
23 harasser by expanding its sham investigation to include her claims, thereby using its own
24 disciplinary process to punish Plaintiff for his initial protected activity

25 191. The ultimate adverse actions included the initiation of a pretextual investigation,
26 Plaintiff's unjustifiable suspension, the bad-faith prolongation of the sham investigation, and his
27 unlawful termination.

28 192. The causal link between Plaintiff's protected complaints and these adverse actions is
established by direct evidence. Defendant's own board minutes confirm that the decision to
suspend Plaintiff was made in direct response to his protected criticism, and their subsequent
decision to expel him was based on his protected act of filing a lawsuit to vindicate these rights.

1 Furthermore, HFPA Board member Lerman testified under oath that the proceedings against
2 Plaintiff were the "a result of racial prejudices".

3 193. Plaintiff is informed and believes and thereon alleges that he was retaliated against in the
4 terms and conditions of his membership and employment, as outlined above, as a result of his
5 good faith complaints regarding racial harassment and discrimination.

6 194. Plaintiff protested and opposed the harassing and discriminatory conduct, but the
7 harassment and discriminatory conduct continued and amplified. Defendants and each of them
8 failed to conduct a prompt and thorough good faith investigation and/or to take any remedial
9 measures. In fact, Defendants and each of them retaliated against Plaintiff by subjecting him to
adverse actions and further harassment as a result of his good faith complaints.

10 195. Defendants' conduct as alleged, violates FEHA and Government Code Section 12900, et.
11 seq. and related code sections.

12 196. As a direct and proximate result of Defendant's unlawful conduct, Plaintiff suffered and
13 will continue to suffer economic and non-economic compensatory damages for which Defendant
14 is liable. Plaintiff has sustained and continues to sustain substantial losses of earnings, damage to
his reputation, shame, trauma, humiliation and mental anguish.

15 197. Plaintiff is entitled to recover compensatory damages, injunctive and equitable relief,
16 attorneys' fees, and costs pursuant to Government Code § 12965(b).

17 198. Defendants and/or DOES 1-100, and each of them, committed the acts herein alleged
18 maliciously, fraudulently and oppressively in conscious disregard for Plaintiff's rights and such
19 acts were committed by and/or ratified by, and or were committed with the knowledge by the
20 officers, directors, members and/or agents of Defendant and each of them, who were acting at all
21 times relevant to this Complaint within the scope and course of their employment. PLAINTIFF is,
22 therefore, entitled to recover punitive damages from Defendants in an amount according to proof
at trial.

23 **TENTH CAUSE OF ACTION**

24 **Failure to Prevent Discrimination, Harassment and Retaliation in Violation of FEHA**

25 **(Cal. Gov. Code §§ 12900 *et seq.*)**

26 **(Against All Defendants)**

27 199. Plaintiff incorporates, by reference, his allegations from each of the preceding
28 paragraphs.

1 200. At all times herein mentioned, FEHA, Government Code Section 12940(k), and its
2 attendant case law, were in full force and effect and was binding on Defendants. Section 12940(k)
3 provides that it is an unlawful employment practice for an employer "to fail to take all reasonable
4 steps necessary to prevent discrimination ... from occurring."

5 201. Plaintiff was an employee of HFPa within the meaning of FEHA.

6 202. Through its acts and omissions, Defendant failed in their affirmative duty to take all
7 reasonable steps necessary to prevent discrimination and harassment on the basis of race/ethnicity
8 from occurring in violation of California Government Code § 12940(k).

9 203. Throughout Plaintiff's employment, HFPa failed in its affirmative duty to take all
10 reasonable steps necessary to prevent race- and ethnicity-based discrimination and retaliation,
11 despite repeated warnings and formal complaints.

12 204. Plaintiff made multiple complaints directly to HFPa leadership, outside counsel, and its
13 Diversity Officer alleging racially discriminatory and harassing conduct by members and officers,
14 including being referred to as a "terrorist," an "angry Arab," and facing disparagement based on
15 his Palestinian heritage and Muslim background. HFPa took no action to investigate or remediate
16 this behavior.

17 205. Defendants' failure to act enabled and encouraged a hostile environment that culminated
18 in Plaintiff's unlawful suspension and expulsion. Specifically, HFPa refused to investigate or
19 correct false and discriminatory narratives that Plaintiff was antisemitic, aggressive, or
20 misogynist—narratives that were rooted in ethnic and religious prejudice and repeatedly invoked
21 by HFPa members and leaders in both public and private communications.

22 206. The HFPa Crisis Team, which initiated the investigation into Plaintiff in February 2022,
23 included individuals (Lee, Goeckner and Hoehne) who had been informed of the racial harassment
24 yet failed to act on it. The Team's decision to suspend and later expel Plaintiff—while protecting
25 others accused of similar or worse conduct—was a direct outgrowth of HFPa's failure to
26 implement its own anti-discrimination policies and procedures

27 207. Plaintiff is informed and believes, and thereon alleges, that his race, ethnicity, and
28 national origin were substantial motivating factors behind the discriminatory actions HFPa failed
to prevent—specifically, the investigation into false allegations of sexual misconduct and
antisemitism, and the subsequent expulsion. HFPa's refusal to investigate the real reasons behind
those actions—despite possessing contradictory board minutes—further demonstrates the
organization's institutional failure to protect Plaintiff from race-based harm.

1 208. Despite this knowledge, Defendant HFPA failed to take reasonable—or any—steps to
2 prevent the discrimination, harassment, and retaliation. This failure included, but was not limited
3 to:

- 4 a) Systematically refusing to investigate Plaintiff's numerous complaints of racial
5 discrimination and harassment;
- 6 b) Failing to implement or enforce its own anti-harassment and anti-discrimination
7 policies in a neutral and effective manner;
- 8 c) Failing to provide a functioning and impartial mechanism for addressing
9 complaints, as evidenced by Chief Diversity Officer Phillips's admission that he
10 was not involved in Plaintiff's case and had not even read the HFPA's bylaws; and
- 11 d) Failing to hire a mandated HR Director, which contributed to the dysfunctional
12 and hostile work environment.
- 13 e) Abdicating its duty of oversight by allowing Goeckner and Lee to unilaterally
14 control and manipulate a sham disciplinary process without Board supervision,
15 directly enabling the retaliation against Plaintiff, and;
- 16 f) Failing to intervene or correct the sham investigation even after multiple Board
17 members warned that the process was a “pretext” and a “fishing expedition,”
18 thereby ratifying the retaliatory conduct

19 209. As a direct and proximate result of Defendant's unlawful conduct, Plaintiff suffered and
20 will continue to suffer economic and non-economic compensatory damages for which Defendant
21 is liable. Plaintiff has sustained and continues to sustain substantial losses of earnings, damage to
22 his reputation, shame, trauma, humiliation and mental anguish.

23 210. As a result of Defendant's unlawful acts, Plaintiff is entitled to compensatory damages,
24 equitable relief, attorneys' fees, and costs.

25 211. Defendants and/or DOES 1-100, and each of them, committed the acts herein alleged
26 maliciously, fraudulently and oppressively in conscious disregard for Plaintiff's rights and such
27 acts were committed by and/or ratified by, and or were committed with the knowledge by the
28 officers, directors, members and/or agents of Defendant and each of them, who were acting at all
times relevant to this Complaint within the scope and course of their employment. PLAINTIFF is,
therefore, entitled to recover punitive damages from Defendants in an amount according to proof
at trial.

ELEVENTH CAUSE OF ACTION

Intentional Infliction of Emotional Distress
(Against All Defendants)

212. Plaintiff incorporates, by reference, his allegations from each of the preceding paragraphs.

213. Defendant HFPa, through its officers and managing agents, engaged in a calculated and malicious campaign of extreme and outrageous conduct specifically intended to cause, or in conscious disregard of the high probability of causing, Plaintiff severe emotional distress. This outrageous conduct included, but was not limited to:

- a. Subjecting Plaintiff to a years-long pattern of severe racial and ethnic harassment, including calling him a "terrorist" and an "angry Arab";
- b. Labeling Plaintiff a sexual predator despite the absence of any formal allegation or complainant, and despite knowing that no such claim had ever been asserted against him;
- c. Retaliating against Plaintiff for his protected speech by suspending him, and then fabricating a justification of "sexual assault" to do so, knowing this false accusation would be professionally devastating;
- d. Publishing knowingly false and defamatory statements to the entire membership and to third parties, falsely claiming he was expelled due to substantiated misconduct, when in fact he was expelled for filing a lawsuit and his free speech;
- e. Ultimately terminating Plaintiff's membership and employment for the explicit and unlawful purpose of retaliating against him for "filing a lawsuit against us," thereby punishing him for exercising his fundamental right to seek legal redress.
- f. Refusing to retract false accusations when BBC News directly requested clarification, thereby ensuring the reputational damage was complete and irreversible; and
- g. Covering up the exculpatory contents of the investigative report that cleared Plaintiff of sexual misconduct, while continuing to circulate the false narrative to justify his expulsion

214. The aforementioned conduct was undertaken with the intent to cause severe emotional distress to Plaintiff and/or in reckless disregard of the probability that Plaintiff would suffer severe emotional distress. This conduct was so extreme and outrageous as to go beyond all bounds of decency and should be regarded as atrocious and utterly intolerable in a civilized community.

1 215. As a direct, legal, and proximate result of the wrongful conduct, intentional conduct,
2 negligent conduct, acts, omissions, failure to take corrective measures, arbitrariness and other acts
3 described within this Complaint of the Defendants and Does 1 through 100, inclusive, and each of
4 them, Plaintiff suffered and continues to suffer the injuries and damages set forth above and
5 within this Complaint, each and all of which are incorporated herein by this reference as well as
6 the shock, surprise, trauma, grief, depression, anxiety, pain and suffering and damage to his
7 livelihood and professional reputation in a sum according to proof at trial.

8 216. Defendants, and each of them, engaging in the conduct as alleged herein, acted
9 fraudulently, maliciously, oppressively and with reckless disregard of Plaintiff's rights and safety,
10 and thereby entitling Plaintiff to an award of punitive damages. Defendants, and each of them,
11 authorized, ratified, knew of the wrongful conduct complained of herein, but failed to take
12 immediate and appropriate corrective action to remedy the situation and thereby acted
13 fraudulently, maliciously, oppressively and with reckless disregard of Plaintiff's rights and safety,
14 and thereby entitling Plaintiff to an award of punitive damages.

14 **PRAYER FOR RELIEF**

15 WHEREFORE, Plaintiff prays for relief as follows against each Defendant and Does 1
16 through 100, inclusive and each of them:

- 17 1. For compensatory damages, including lost wages, earnings, equity, benefits, liquidated
18 damages, and all other sums of money, together with interest on these amounts at prevailing rates
19 and according to proof;
- 20 2. For general, special incidental damages and amounts for emotional and physical distress
21 according to proof;
- 22 3. For punitive damages in an amount to be determined at trial sufficient to punish, penalize,
23 and/or deter Defendants;
- 24 4. For prejudgment interest and interest on the sum damages awarded to the maximum extent
25 permitted by law;
- 26 5. An order restoring Plaintiff to his rightful position and membership at HFP, GGF and
27 GG with compensation.
- 28 6. A preliminary and permanent injunction against Defendants, members, officers, agents,
successors, employees, representatives and any and all persons acting in concert with them from

1 engaging in policies, patterns, and/or practices that discriminated against the plaintiff and other
2 members based on race/ethnicity/religion.

3 7. Restitution of all monies due to Plaintiff from Defendants, including but not limited to the
4 cost of attending film festivals and his share from the sale of the Golden Globes.

5 8. For preliminary and permanent injunctive relief (i) prohibiting Defendants and its
6 members from denying Plaintiff the benefits of Defendants' membership; and (ii) from denying
7 Plaintiff the benefits of Defendants' membership for any other reason without first affording him
8 fair procedure; (iii) for a public retraction of the allegations of sexual assault and antisemitism
made by Defendants.

9 9. An order to ensure that Defendants comply with the injunction provisions of any decree
10 the Court orders;

11 10. For an award of reasonable attorneys' fees and costs according to proof.

12 11. For costs of suit according to proof.

13 12. Any equitable relief allowed by law and as the Court deems just and proper.

14 13. For such other and further relief as the Court deems proper and just.

15
16 Dated: September 17, 2025

17
18 /s/ ~Husam Asi

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Husam Asi
20 Plaintiff, in Pro Per
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EXHIBIT 1



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

KEVIN KISH, DIRECTOR

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711
<http://www.dfeh.ca.gov> | Email: contact.center@dfeh.ca.gov

May 9, 2022

Hillary Johns
9461 CHARLEVILLE BLVD # 742
BEVERLY HILLS, California 90212

RE: **Notice to Complainant's Attorney**
DFEH Matter Number: 202205-16890303
Right to Sue: Asi / Hollywood Foreign Press Association et al.

Dear Hillary Johns:

Attached is a copy of your complaint of discrimination filed with the Department of Fair Employment and Housing (DFEH) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq. Also attached is a copy of your Notice of Case Closure and Right to Sue.

Pursuant to Government Code section 12962, DFEH will not serve these documents on the employer. You must serve the complaint separately, to all named respondents. Please refer to the attached Notice of Case Closure and Right to Sue for information regarding filing a private lawsuit in the State of California. A courtesy "Notice of Filing of Discrimination Complaint" is attached for your convenience.

Be advised that the DFEH does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Department of Fair Employment and Housing



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711
<http://www.dfeh.ca.gov> | Email: contact.center@dfeh.ca.gov

May 9, 2022

RE: **Notice of Filing of Discrimination Complaint**

DFEH Matter Number: 202205-16890303

Right to Sue: Asi / Hollywood Foreign Press Association et al.

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Department of Fair Employment and Housing (DFEH) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

This matter may qualify for DFEH's Small Employer Family Leave Mediation Pilot Program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Government Code section 12945.2, has the right to participate in DFEH's free mediation program. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in DFEH's free mediation program. The employee is required to contact the Department's Dispute Resolution Division prior to filing a civil action and must also indicate whether they are requesting mediation. The employee is prohibited from filing a civil action unless the Department does not initiate mediation within the time period specified in section 12945.21, subdivision (b) (4), or until the mediation is complete or is unsuccessful. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from the date the employee contacts the Department regarding the intent to pursue legal action until the mediation is complete or is unsuccessful. You may contact DFEH's Small Employer Family Leave Mediation Pilot Program by emailing DRDOnlineRequests@dfeh.ca.gov and include the DFEH matter number indicated on the Right to Sue notice.

Please refer to the attached complaint for a list of all respondent(s) and their contact information.

No response to DFEH is requested or required.

Sincerely,



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

KEVIN KISH, DIRECTOR

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711
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Department of Fair Employment and Housing



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

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May 9, 2022

Husam Asi
9461 Charleville Boulevard, #742
Beverly Hills, CA 90212

RE: **Notice of Case Closure and Right to Sue**
DFEH Matter Number: 202205-16890303
Right to Sue: Asi / Hollywood Foreign Press Association et al.

Dear Husam Asi:

This letter informs you that the above-referenced complaint filed with the Department of Fair Employment and Housing (DFEH) has been closed effective May 9, 2022 because an immediate Right to Sue notice was requested.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

This matter may qualify for DFEH's Small Employer Family Leave Mediation Pilot Program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Government Code section 12945.2, has the right to participate in DFEH's free mediation program. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in DFEH's free mediation program. The employee is required to contact the Department's Dispute Resolution Division prior to filing a civil action and must also indicate whether they are requesting mediation. The employee is prohibited from filing a civil action unless the Department does not initiate mediation within the time period specified in section 12945.21, subdivision (b) (4), or until the mediation is complete or is unsuccessful. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from the date the employee contacts the Department regarding the intent to pursue legal action until the mediation is complete or is unsuccessful. Contact DFEH's Small Employer Family Leave Mediation Pilot Program by emailing DRDOnlineRequests@dfeh.ca.gov and include the DFEH matter number indicated on the Right to Sue notice.



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

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<http://www.dfeh.ca.gov> | Email: contact.center@dfef.ca.gov

To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this DFEH Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Department of Fair Employment and Housing

**COMPLAINT OF EMPLOYMENT DISCRIMINATION
BEFORE THE STATE OF CALIFORNIA
DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING
Under the California Fair Employment and Housing Act
(Gov. Code, § 12900 et seq.)**

In the Matter of the Complaint of

Husam Asi

DFEH No. 202205-16890303

Complainant,

vs.

Hollywood Foreign Press Association
646 North Robertson Boulevard
West Hollywood, CA 90069

Gregory Geockner
646 North Robertson Boulevard
West Hollywood, CA 90069

James Lee
1800 Century Park East, Suite 600
Century City, CA 90067

Respondents

1. Respondent **Hollywood Foreign Press Association** is an **employer** subject to suit under the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

2. Complainant is naming **Gregory Geockner** individual as Co-Respondent(s).
Complainant is naming **James Lee** individual as Co-Respondent(s).

3. Complainant **Husam Asi**, resides in the City of **Beverly Hills**, State of **CA**.

4. Complainant alleges that on or about **February 10, 2022**, respondent took the following adverse actions:

Complainant was harassed because of complainant's race, ancestry, national origin (includes language restrictions), age (40 and over), other, association with a member of a protected class.

1 **Complainant was discriminated against** because of complainant's race, ancestry,
2 national origin (includes language restrictions), age (40 and over), other, association with a
3 member of a protected class and as a result of the discrimination was laid off, forced to quit,
denied hire or promotion, reprimanded, suspended, asked impermissible non-job-related
questions, other, denied work opportunities or assignments.

4 **Complainant experienced retaliation** because complainant reported or resisted any form
5 of discrimination or harassment, participated as a witness in a discrimination or harassment
6 complaint and as a result was laid off, forced to quit, denied hire or promotion, reprimanded,
7 suspended, asked impermissible non-job-related questions, other, denied work opportunities
or assignments.

8 **Additional Complaint Details:** Dr. Asi is a journalist and performed website work for the
9 Hollywood Foreign Press Association ("HFPA") periodically until 2022 when he resigned.
10 Throughout his affiliation with, and as a member of HFPA since 2010, Dr. Husam "Sam" Asi
11 has repeatedly faced numerous instances of harassment, retaliation, discrimination and a
hostile work environment. by his colleagues, HFPA members, and board members. Dr. Asi
is an Israeli-born citizen of the United Kingdom, though ethnically Palestinian.

12 These are some of the instances of inappropriate conduct directed toward Dr. Asi
within the last three years. This is not an exhaustive list.

13 • Dr. Asi was called a 'terrorist' and ridiculed by board members and HFPA members.
14 HFPA Board members knew of the name-calling and failed to investigate the incidents or to
15 reprimand the individual who made these statements. When Dr. Asi would object to this
type of treatment, he was called 'angry' and 'self-serving' and mocked as a "victim". His
complaints were not taken seriously or investigated by HFPA.

16 • A board member grabbed Dr. Asi's buttocks on more than one occasion at press
17 conferences in front of other colleagues. The member invited Dr. Asi to her house to teach
him how to have proper sex.

18 • A board member forcibly kissed Dr. Asi at her birthday party less than two years ago
in front of her friends. Dr. Asi did not consent to this conduct.

19 • Dr. Asi was told that the membership hated him because he was "an angry Arab."
Dr. Asi complained about the 'angry Arab' comment and it was not investigated.

20 • Dr. Asi was referred to as a 'terrorist'.

21 • Dr. Asi made several complaints about the self-dealing of some board members and
his claims were not investigated. Dr. Asi received several attacking emails from group board
member emails.

22 • Dr. Asi was appointed the Golden Globes website manager. His request for a record
23 of work and past payments was denied. When he devised a plan to reduce costs and
improve traffic, the board ignored him. When he complained about the lack of qualifications
24 of the appointed web team and requested hiring a qualified team according to the bylaws,
he was ignored. Dr. Asi was left with few options but to resign his position

1 • Dr. Asi published a promotional video for the HFPa and was publicly reprimanded for
2 his video in a group HFPa email. The focus of the email was not whether Dr. Asi's video

3 was true but how it would look for HFPa.
4 • There was a course of conduct within HFPa as detailed above which made clear that

5 any additional complaints would be fruitless.
6 • Greg P. Goeckner, Chief Operating Officer and General Counsel for the HFPa,
7 attempted self-dealings and to have punitive measures taken against Dr. Asi. In addition, he
8 would often do so without Board authorization which resulted in an increasingly hostile
9 environment and a pattern of retaliation. Mr. Goeckner did not have the incidents of racial
10 comments or sexual harassment investigated on Dr. Asi's behalf and suppressed those
11 stories or summarily dismissed them.

12 • James J. Lee, hired as a crisis manager for the HFPa, was also accused of self-
13 dealing by Dr. Asi and also opted to take retaliatory measures against Dr. Asi including
14 issuing a press release and/or leaking to the press, some unfounded details of a confidential
15 investigation which included false allegations. Dr. Asi sent his 'angry Arab' complaint email
16 summary to Mr. Lee and he failed to mention it or have it investigated.

17 • Dr. Asi was publicly reprimanded throughout HFPa for his news articles relating to
18 HFPa including those relating to racial diversity within HFPa.

19 • HFPa failed to follow its own rules properly and evenly as to how sexual harassment
20 claims, racial and religious discrimination claims, hostile work environment and claims of
21 retaliation were handled.

22 • Dr. Asi forwarded his complaints to the Chief Diversity Officer/DEI director, Neil
23 Phillips, with no reply. His position tasks him to handle the allegations against Dr. Asi, and
24 decide on an investigation. Mr. Phillips reached out to Dr. Asi 5 weeks after the publication
25 and told him that he was not aware of the publicized allegations. He revealed that he had
26 not even read the HFPa bylaws.

27 Dr. Asi has been quite critical of the HFPa to other members in recent years, noting
28 instances of self-dealing, improper use of funds, a hostile work environment, and a culture of
discrimination among other issues. In essence, Dr. Asi has been targeted by the board and
several of its members for his open commentary on these issues. Upon the published
claims against him involving sexual harassment, the board repeatedly applied disciplinary
action unevenly to Dr. Asi, and without proof of those claims.

1 VERIFICATION

2 I, **Husam Asi**, am the **Complainant** in the above-entitled complaint. I have read the
3 foregoing complaint and know the contents thereof. The same is true of my own
4 knowledge, except as to those matters which are therein alleged on information and
belief, and as to those matters, I believe it to be true.

5 On May 9, 2022, I declare under penalty of perjury under the laws of the State of
6 California that the foregoing is true and correct.

7 **Los Angeles, California**

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EXHIBIT 2

HOLLYWOOD FOREIGN
PRESS ASSOCIATION

BYLAWS

As Amended and Restated

August 4, 2021

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ARTICLE I

PRINCIPAL OFFICE

The principal office for the transaction of the business of this corporation (the "Association") is hereby fixed and located in the city of West Hollywood, County of Los Angeles, California. The Board of Directors (the "Board of Directors" or "Board") may at any time, or from time to time, change the location of the principal office from one location to another in said county.

ARTICLE II

SEAL

The Association may have a common seal consisting of two concentric circles with the words "HOLLYWOOD FOREIGN PRESS ASSOCIATION, CALIFORNIA," together with the date of the incorporation of the Association.

ARTICLE III

MEMBERSHIP

Section 3.1. Membership Classes. The Association shall have two classes of membership: Active Members and Emeritus Members. The rights, privileges and obligations of each class of membership shall be as set forth in these Bylaws.

Section 3.2. Membership Eligibility Requirements.

A. Active Members.

1. Any Active Member must:

- (a) Live in the United States;
- (b) Work as a journalist, including as a reporter, photographer, or broadcaster, covering the entertainment industry, whether online, on air, in print or otherwise;
- (c) Have produced a minimum number of entertainment-related articles, photographs, and/or broadcasts during the relevant measurement period for which they have received remuneration published or broadcast by a media company with editorial offices based and registered outside of the United States; and

- (i) For the first admissions and reaccreditations cycle following adoption of these Amended and Restated Bylaws such minimum number of work products for all categories of journalists shall be eight work products of a quality acceptable to the Credentials Committee. Thereafter, the minimum number of work products and quality requirements therefore for each category of journalist shall be determined by the Credentials Committee and approved by the Board of Directors.
 - (ii) Except in the year of adoption of these Amended and Restated Bylaws, any increase to the minimum number of required work products adopted after July 1 of a given year shall take effect only for any measurement period starting after the following June 30.
 - (iii) The relevant measurement period for the first admissions and reaccreditations cycle following adoption of these Amended and Restated Bylaws shall be the 24-month period prior to commencement of the admissions and reaccreditations process.
 - (iv) Thereafter, the relevant measurement period shall be the 12-month period prior to commencement of the admissions and reaccreditations process.
- (d) In the case of Active Members seeking reaccreditation only, have attended during the 12-month period preceding commencement of the reaccreditation process:
- (i) At least 50 percent of Regular Meetings held during such period; and
 - (1) Failure to meet this requirement shall be excused only upon proof satisfactory to the Board of a lengthy illness of at least three months or a comparable life event.
 - (ii) At least 50 Association-sponsored press conferences.
 - (1) This requirement shall be suspended during the first reaccreditation cycle following adoption of these Amended and Restated Bylaws. Thereafter, failure to meet this requirement shall be excused only upon proof satisfactory to the Board of a lengthy illness of at least three months or a comparable life event or if the Credentials Committee determines that a

lower requirement is appropriate for all Members in light of the number of Association-sponsored press conferences held during the relevant year.

2. New applicants shall be required to establish their satisfaction of the requirements set forth in Section 3.2.A.1.a-c through the application process set forth in Section 3.3.
 3. Members shall be required to establish their satisfaction of the requirements set forth in Section 3.2.A.1.a-d annually through the reaccreditation process set forth in Section 3.4.
- B. Emeritus Members.
1. Members who have been Members of the Association for at least 20 years shall qualify for Emeritus Membership.
 2. Emeritus Members shall not be required to obtain yearly reaccreditation.
- C. For the avoidance of doubt, Members who qualify for Emeritus Membership may continue to be Active Members if they meet the requirements for Active Membership set forth in Section 3.2.A.
- D. A Member may not be both an Emeritus Member and an Active Member simultaneously. A Member's classification shall be determined annually through the reaccreditation process set forth in Section 3.4.

Section 3.3. New Member Application Process.

- A. The membership application process shall be opened to new applicants each July. In the case of the first admissions cycle following adoption of these Amended and Restated Bylaws, new Members shall be admitted as soon as practicable. In subsequent years, new Members shall be admitted no later than August 15.
- B. In order to be considered for membership, an applicant shall be required to submit the following:
1. An application for membership;
 2. At least one letter of recommendation from a professional active in the journalism industry (which letter may be from a Member or non-Member);
 3. Proof of satisfaction of the requirements for Active Membership set forth in Section 3.2.A.1.a-c; and
 4. A signed agreement to abide by the policies and procedures of the Association, including these Bylaws and the Association's Code of Conduct.

- C. The Credentials Committee, with the assistance of the CEO or their designee, shall determine whether an applicant has met the requirements for Active Membership set forth in Section 3.2.A.1.a-c.
- D. The Credentials Committee shall then consider each applicant meeting the requirements for Active Membership in Section 3.2.A.1.a-c and determine whether such applicant shall be admitted. A majority vote of all Credential Committee members then in office shall be required to admit an applicant. The Credentials Committee's consideration of each applicant shall be based on such criteria as the Credentials Committee shall determine and which shall be approved by the Board, which shall include at a minimum the following:
 - 1. The applicant's skill and experience as a journalist, including:
 - (a) Years worked in entertainment journalism;
 - (b) Number of works published;
 - (c) Readership or viewership, as applicable, of works published;
 - (d) Media organization affiliations; and
 - (e) Professional recognition and awards.
 - 2. Whether the applicant has demonstrated commitment to advancing the mission of the Association;
 - 3. Whether the applicant's admission would contribute to the diversity of the Association across race, ethnicity, disability, sex, sexual orientation, gender identity, religion, national origin, age, and socioeconomic status; and
 - 4. Whether the applicant would provide a diverse perspective to the Association.
- E. The Association shall publish the eligibility requirements for membership, the criteria used in evaluating applications and the application form for membership on its website.
- F. There shall be no minimum or maximum number of new Members admitted each year. During the first and second admissions cycles following adoption of these Amended and Restated Bylaws, the Credentials Committee shall be guided in its decisions by the Association's commitment to growing membership by 50 percent over such cycles.
- G. The Association shall not restrict membership on the basis of race, ethnicity, disability, sex, sexual orientation, gender identity, religion, national origin, age, or socioeconomic status, and shall not restrict membership to limit actual, potential,

or perceived business competition with or between one or more Active Members or Emeritus Members.

Section 3.4. Annual Reaccreditation Process.

- A. Every July, the Credentials Committee, with the assistance of the CEO or their designee, shall undertake a review of the membership to determine whether Active Members seeking reaccreditation meet the eligibility requirements for Active Membership set forth in Section 3.2.A.1.a-d and, if not, whether they meet the eligibility requirements for Emeritus Membership set forth in of Section 3.2.B. In carrying out these duties, the Credentials Committee, the CEO, and their designee shall have the power to require statements in writing from Members and such other proof of qualification for Active or Emeritus Membership as they determine necessary or appropriate.
- B. The Board shall then prepare the current membership list, reclassifying Members as between Active and Emeritus Membership based on the Credentials Committee's determination as to whether Members meet the requirements for such status and terminating Members who the Credentials Committee determined do not meet the requirements for Active or Emeritus Membership.
- C. Before the Board transfers a Member from one classification to another or orders the termination of a Member, such Member shall have the right to appear before the Credentials Committee to state their case.
- D. The first reaccreditation process following adoption of these Amended and Restated Bylaws shall be completed as soon as practicable. In subsequent years, the reaccreditation process shall follow such timelines and procedures as determined by the Credentials Committee and approved by the Board.

Section 3.5. Dues.

- A. Dues shall be due and payable for the full fiscal year, July 1 to June 30. Members who have not paid their dues by August 30, or who have not submitted the Code of Conduct affirmation required under Section 3.5(D), shall be considered delinquent.
- B. Dues for the various classifications are as follows:
 - 1. Active Members: \$15.00 per calendar year.
 - 2. Emeritus Members shall not be required to pay dues.
- C. Newly admitted Active Members shall be required to pay a one-time \$250.00 initiation fee in addition to the annual fee for Active Membership.

- D. Concurrently with the annual payment of dues, Active Members and Emeritus Members shall sign and submit an affirmation that they have read and agree to abide by the Association's Code of Conduct.

Section 3.6. Good Standing, Expulsion, Suspension or Termination of Membership.

- A. Membership, and its attendant rights and privileges, including voting, shall be conditional upon the Member having met their express obligations set forth in these Bylaws. A Member who has met all express obligations, including payment of all dues, shall be considered to be in good standing and eligible to exercise the rights of a Member as set forth in these Bylaws.
- B. Any Member may be expelled, suspended or terminated provided that the procedures in this subsection are followed.
 - 1. Any Member to be expelled, terminated, or suspended, shall be given 15 days prior notice of the expulsion, termination, or suspension. Notice shall be given in writing, sent by first class mail or by electronic transmission (including facsimile, e-mail and text message) and shall provide the reasons for the expulsion, suspension or termination.
 - 2. The Member shall be given the opportunity to be heard by the Board of Directors, orally or in writing, not less than five days before the effective date of the expulsion, suspension or termination.
 - 3. After an appropriate hearing and upon the vote of a majority of the Board of Directors present at any regularly constituted meeting, the Member may be suspended or expelled, effective not earlier than five days after such meeting of the Board of Directors.
- C. Any Member who is not in good standing may be suspended subject to the notice and hearing requirements set forth in this section.

Section 3.7. Resignation. Any Member may resign by filing a written resignation with the Executive Secretary. Resignation shall not relieve any Member of the obligation to pay membership fees payable at the time of resignation.

Section 3.8. Reinstatement.

- A. If a Member's membership rights are suspended solely as a result of nonpayment of dues, reinstatement shall be available upon payment of all dues in arrears and current dues. Upon such payment, the Member's status may be restored to "good standing," as defined in Section 3.6.
- B. If a Member's membership rights are terminated as a result of failure to meet the requirements for Active Membership or Emeritus Membership during the annual reaccreditation process described in Section 3.4, the former Member shall be

permitted to submit proof during the annual reaccreditation process taking place in any of the subsequent five years demonstrating that the former Member meets the requirements for Active Membership set forth in Section 3.2.A.1.a-c. If the former Member is determined to meet such requirements during such reaccreditation process, the former Member shall be automatically reinstated to Active Membership. For the avoidance of doubt, reinstatement pursuant to this Section 3.8.B may take place only during the annual reaccreditation process described in Section 3.4.

- C. Unless the Credentials Committee determines that special circumstances warrant an exception in the case of a particular former Member (e.g., illness or pregnancy), the reinstatement process set forth in Section 3.8.B shall be available to each former Member only once. If a former Member is unable to meet the requirements for Active Membership or Emeritus Membership within the window for automatic reinstatement pursuant to Section 3.8.B, the former Member shall be required to reapply for membership through the application process set forth in Section 3.3 and shall be treated as if they were a new applicant.
- D. No initiation fee will be required if a Member is reinstated pursuant to Section 3.8.A or 3.8.B.

Section 3.9. Transfer. Membership in the Association is non-transferable.

Section 3.10. Certificate of Membership.

- A. The Board of Directors may provide for the issuance of membership cards evidencing membership in the Association, which shall be in such form as may be determined by the Board. Such cards shall be signed by the Chief Executive Officer and by the Treasurer and shall be sealed with the seal of the Association. Such cards shall bear statements that (i) the Association is a nonprofit mutual benefit corporation which may not make distributions to its members and (ii) that the card is nontransferable and that a copy of the restrictions on transfer are on file with the Executive Secretary and are open for inspection by a Member on the same basis as the records of the Association. All cards evidencing membership of any class shall be consecutively numbered. The name and address of each Member and the date of issuance of the card shall be entered on the records of the Association. If any card shall become lost, mutilated or destroyed, a new certificate may be issued therefore upon such terms and conditions as the Board of Directors may determine.
- B. When a Member has been elected to membership and has paid the initiation fee and dues that may then be required, a membership card shall be issued in their name and delivered to them by the Executive Secretary, if the Board of Directors shall have provided for the issuance of membership cards under the above provisions.

ARTICLE IV

MEETINGS OF THE MEMBERS

Section 4.1. Annual Meeting. Annual Meetings of the Members shall be held between June 1 and June 15 of each year, on a date and at a time set by the Board of Directors, to elect the members of the Board of Directors.

Section 4.2. Regular Meetings. Regular Meetings of the Members shall be held during the first two weeks of each month of the calendar year, other than the month of the Annual Meeting, on a date and at a time set by the Board of Directors. Any Regular Meeting may be cancelled by the Board of Directors if there are no items on the agenda for the Members to consider at such meeting.

Section 4.3. Special Meetings. Special Meetings of the Members may be held at any time Notice to the Members is given consistent with Section 4.5.

Section 4.4. Place of Meetings. Meetings of the Members shall be held at the principal office of the Association, unless otherwise designated by resolution of the Board or by written consent of all members of the Board.

Section 4.5. Notice of Meetings.

- A. The Executive Secretary shall give notice of all meetings of the Members.
- B. In the case of the Annual Meeting, the Executive Secretary shall include with the notice a ballot for the election of Directors as contemplated in Section 5.1.B.1.b.
- C. The Executive Secretary shall give notice of a Special Meeting if such meeting is requested by the President, or by the Chief Executive Officer, or by five percent or more of the Members in good standing through a written request to the Executive Secretary.
- D. Any notice of a meeting of the Members shall specify the date, time and location and, in the case of a Special Meeting, the agenda, thereof and any means of electronic transmission or video screen communication. Such notice shall be given to each Member in writing by first class mail or by electronic transmission (including facsimile, e-mail and text message, if the Member consents to accept notices in this manner) at least ten days, and not more than 90 days, in advance of such meeting.
- E. E-mail communications with a Member shall be conducted using the e-mail address on file for such Member, which generally shall be the member's official HFPA address.

Section 4.6. Waiver of Notice. The transactions of any meeting of Members, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after

regular call and notice, if (i) a quorum is present, and (ii) either before or after the meeting, each of the Members who are not present at the meeting signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes.

- A. The waiver of notice or consent does not need to specify the purpose of the meeting. All waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meeting.
- B. Attendance of a Member at a meeting shall constitute a waiver of notice of and presence at the meeting except when a Member expressly objects at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened. Attendance at a meeting is not a waiver of the right to expressly object to the consideration of matters that were not properly included in the notice of meetings, if the objection is expressly made at the meeting.

Section 4.7. Attendance at Meetings by Telephone or Similar Communication Equipment. Any meeting of the Members may be held by conference telephone or other communications equipment permitted by the California Nonprofit Mutual Benefit Corporation Law, as long as all Members participating in the meeting can communicate with one another. All such Members shall be deemed to be present in person at such meeting so long as the Association implements reasonable measures to provide all Members, including those participating in person, a reasonable opportunity to participate in the meeting and to vote on matters submitted to the Members.

Section 4.8. Quorum. At any meeting of the Members, one-third of Active Members in good standing shall constitute a quorum.

Section 4.9. Order of Business at Meetings

- A. The order of business at all meetings shall be:
 - 1. Calling the meeting to order.
 - 2. Approval of the minutes of the preceding meeting.
 - 3. Reports of Officers, Board of Directors and Standing Committees.
 - 4. Reports of Special Committees.
 - 5. Unfinished business.
 - 6. New business.
 - 7. Adjournment.
- B. The regular order of business may be suspended on motion approved by a majority of the Members present and voting.

Section 4.10. Voting Rights.

- A. Only Active Members in good standing shall have the right to vote at any meeting of the Members. Active Members in good standing shall exercise the following powers through affirmative vote: (i) to elect twelve Members to the Board of Directors of the Association at the Annual Meeting, (ii) to approve amendments to these Bylaws, to the extent such amendment changes the powers of the Members, (iii) to vote on the philanthropy budget and such other matters as are put to a membership vote by the Board and (iv) to take any other vote reserved to the Members as set forth in the California Nonprofit Mutual Benefit Corporation Law or in the Articles of Incorporation of the Association.
- B. Emeritus Members shall not have voting rights, except as expressly provided in Section 10.1(B).

Section 4.11. Minimum Vote Requirements for Valid Action of the Members. Every act taken or decision made by a vote of the majority of the votes of Active Members represented and voting at a meeting at which a quorum is present, unless a greater number is expressly required by the California Nonprofit Mutual Benefit Corporation Law, the Articles of Incorporation or these Bylaws, shall constitute an approval of the Members.

Section 4.12. Adjournment. A majority of the Members present, whether or not constituting a quorum, may adjourn any meeting to another time and place.

Section 4.13. Notice of Adjournment. Notice of the time and place of holding an adjourned meeting need not be given if the time and place are announced at the meeting at which the adjournment is taken. No meeting may be adjourned for more than 45 days. If after the adjournment a new record date is fixed for notice or voting, a notice of the adjourned meeting shall be given to each Member who, on the record date for notice of the meeting, is entitled to vote at the meeting.

Section 4.14. Conduct of Meetings. Meetings of the Members shall be presided over by the President, or if the President is absent, by a chairperson of the meeting, as determined by the Members. The Executive Secretary shall act as secretary of all meetings of the Members, provided that, if the Executive Secretary is absent, the presiding officer shall appoint another person to act as secretary of the meeting. Meetings shall be governed by rules of procedure as may be determined by the Members from time to time, insofar as such rules are not inconsistent with or in conflict with these Bylaws, with the Articles, or with any provisions of law applicable to the Association.

Section 4.15. Members Acting Without a Meeting. Any action which may be taken at any meeting of Members may be taken without a meeting if the Association distributes a written ballot to every Active Member in good standing entitled to vote on the matter.

- A. If approved by the Board of Directors, ballot and any related materials may be sent by and returned to the Association by electronic transmission.

- B. Each ballot shall set forth the proposed action, provide an opportunity to specify approval or disapproval of any proposal, and provide a reasonable time within which to return the ballot to the Corporation.
- C. Approval by written ballot shall be valid only when the number of votes cast by ballot within the time period specified equals or exceeds the quorum required to be present at a meeting authorizing the action and the number of approvals by ballot equals or exceeds the number of votes required for such approval at a meeting.

Section 4.16. Decorum in Debate, Confidentiality. The Association depends on the good faith and diligent efforts of its Members to preserve and protect the Association's positive image, reputation, goodwill, and credibility. Members shall conduct discussions at any meeting of the Members with dignity and shall avoid individual personal issues or attacks. Appropriate Member conduct at meetings of the Members shall be determined by reference to the Association's Code of Conduct, the Roberts Rules of Order and other recognized sources. Information disclosed at any meeting of the Members that is not generally known to the public, including Association financial information, business plans, salaries, awards, legal matters and/or intellectual property shall, not be disclosed by Members to third parties at any time without approval of the Chief Executive Officer or the Board.

ARTICLE V

BOARD OF DIRECTORS

Section 5.1. Board of Directors.

A. Composition.

- 1. The Board of Directors shall be comprised of a total of 15 Directors: 12 elected Directors who are Active Members in good standing and 3 Directors who are non-Members.

B. Election.

- 1. The Active Members eligible to vote shall elect the 12 Active Members who will serve as Directors by a ranked-choice voting ballot.
 - (a) Active Members who wish to be considered as candidates for election to the Board of Directors shall present their qualifications for scrutiny at least sixty days before the Annual Meeting. The Credentials Committee shall certify the eligibility of all candidates at least six weeks before the Annual Meeting.

(b) The Executive Secretary shall provide a ballot, by first class mail and by e-mail, to each Active Member eligible to vote, no later than the first day of May of each year. Active Members in good standing shall submit their ballots directly to the Association's accounting firm, by first class mail, fax or e-mail. Only ballots received by the accounting firm by 5 PM on the last business day of May shall be counted. The accounting firm shall count and deliver the results to the Executive Secretary by noon on the third business day in June. If a Director position cannot be decided by ranked-choice voting, due to a tie of the candidates, the Executive Secretary shall immediately send run-off ballots for such position to each Active Member, by first class mail and by e-mail. Active Members shall submit their ballots directly to the Association's accounting firm, by first class mail, fax or e-mail. Only run-off ballots received by 5 pm Pacific Time on the day that is seven days after the Executive Secretary's mailing and e-mail of the run-off ballots shall be counted. The accounting firm shall immediately count the votes and report to the Executive Secretary. If a Director position cannot be decided by ranked-choice voting in such run-off, due to a tie of the candidates, the Board of Directors in office at the time of such run-off shall select the winner as between the tied candidates. The results of the election shall be first announced at the Annual Meeting of the Members, and the results shall then promptly be posted online and be sent to each Member.

2. The Board shall elect the remaining non-Member Directors at the Organizational Meetings.

C. Terms of Office.

1. The terms of office of all Directors shall begin on July 1.
2. Each Director shall hold office for a maximum of one term, after which point the Director may not hold office as a Director until two years following the end of their prior term.
3. Any Director who serves for longer than a one year period shall be considered to have completed one term.
4. Upon the adoption of these Amended and Restated Bylaws, in order to elect a new Board, the Active Members shall elect initial Directors at a specially convened meeting ("Initial Election Meeting") at a date to be set by the Board. Such election will be conducted pursuant to the provisions sets forth in Section 5.1.B, except that Active Members who wish to be considered for election must submit their credentials to the Credentials Committee (or such other Committee as the Board shall appoint for such purpose) fifteen days before the date of the Initial Election Meeting,

ballots shall be provided on a date that is ten days before the date on which they must be submitted to the Association's accounting firm for counting, and results shall be announced at the Initial Election Meeting.

5. Following the Initial Election Meeting, the initial Board shall divide itself into three equal groups and designate each group to serve an initial term ending on June 30, 2022, June 30, 2023, or June 30, 2024. Each such group shall include one of the three non-Member Directors appointed by the Board of Directors, as determined by the Board of Directors. The assignment of each Member Director to a particular class shall be based on the total number of votes received by the Member Directors in the election of such Member Directors, with Member Directors assigned in descending order of vote totals to the class with the longest term for which they are eligible (taking into account the term limits set forth in Section 5.1.C.7).
6. Thereafter, the term of office of each Director shall be three years. Each Director, including a Director elected to fill a vacancy, shall hold office until the expiration of the term for which they were elected and until the election and qualification of a successor, or until that Director's earlier resignation or removal in accordance with these Bylaws and the California Nonprofit Mutual Benefit Corporation Law. For the avoidance of doubt, if no successor is elected to take office at the expiration of a term, the term of the incumbent Director shall automatically continue until such successor is elected.
7. Members of the Board of Directors in office who are in their third or greater consecutive term at the time these Amended and Restated Bylaws are adopted may not hold office as a Director again until two years following the end of their current term. Directors in office who are in their first and second consecutive terms at the time these Amended and Restated Bylaws are adopted are eligible to hold office as a Director in the class serving an initial term ending on June 30, 2023 and June 30, 2022, respectively, and thereafter may not hold office as a Director again until two years following the end of such term. Non-consecutive terms of service as a Director prior to adoption of these Amended and Restated Bylaws shall not otherwise be counted against the term limit described in Section 5.1.C.2.

Section 5.2. Qualification of Directors.

- A. Members who work in any capacity for motion picture or television production or distribution companies, publicity companies or any of their agents shall not be eligible to serve as Directors.
- B. Directors also may serve as members of Association Committees, as Officers or employees, and in other capacities on behalf of the Association.

Section 5.3. Removal.

- A. Directors shall attend all meetings of the Board. The Board may by resolution declare vacant the office of a Director who has been declared of unsound mind by a court order, or convicted of a felony, or found by final order or judgement of any court to have breached a duty under California Nonprofit Mutual Benefit Corporation Law, or ceased to be classified as an Active Member.
- B. The Board may by resolution remove a Director who misses three consecutive Regular Meetings or Organizational Meetings of the Board without a valid excuse.
- C. A Director may be removed without cause by a vote of a majority of the Active Members in good standing at a duly held meeting at which a quorum is present or by written ballot in accordance with Section 4.15.

Section 5.4. Vacancies. Vacancies in the Board may be filled as follows:

- A. By approval of the Board, including in the case of a vacancy created by a removal of a Director, *provided that*, if the number of Directors then in office is less than a quorum, such vacancy may be filled by (i) the unanimous written consent of the Directors then in office, or (ii) the affirmative vote of a majority of the Directors then in office at a meeting held pursuant proper notice or waiver of notice; and
- B. The Members may elect a Director at any time to fill any vacancy not filled by the Directors.

ARTICLE VI

POWER OF THE BOARD OF DIRECTORS

Section 6.1. Corporate Powers Exercised by the Board of Directors. The activities and affairs of the Association shall be conducted, and all corporate powers shall be exercised, by or under the direction of the Board of Directors, except as otherwise provided in the California Nonprofit Mutual Benefit Corporation Law, the Articles of Incorporation or these Bylaws. The Board may delegate the management of the activities of the Association to any person or persons or committee, provided that the activities and affairs of the Association shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board. Without limiting the generality of the foregoing, the Board of Directors shall have the following powers:

- A. To prescribe for all Officers such powers and duties as are not inconsistent with law, with the Articles of Incorporation, or with these Bylaws;
- B. To appoint and to remove all members of standing and special committees;

- C. To conduct, manage and control the affairs and business of the Association, and to adopt such rules, regulations and policies therefor that are not inconsistent with the law, with the Articles of Incorporation, or with these Bylaws;
- D. To enforce the rules, regulations and policies of the Association, including by imposing sanctions on Members who violate such rules, regulations and policies;
- E. To change the principal office for the transaction of the business of the Association from one location to another within the same county and to fix the location for any meetings of the Board of Directors or meetings of the Members;
- F. To approve, in consultation with the Chief Executive Officer and the Finance Committee, if any, agreements with respect to the following subjects:
 - 1. Operation of the Association offices and facilities;
 - 2. Investment of Association assets;
 - 3. Scheduling, organization, production, broadcast, other distribution and publicity for the Golden Globe awards ceremony and other Association events;
 - 4. Sponsorship activities;
 - 5. Compensation of all Association employees;
 - 6. Operation of Association websites and other social media;
 - 7. Legal matters; and
 - 8. Philanthropic activities by the Association (including in conjunction with the Charitable Trust); and
- G. To borrow money and to incur indebtedness for the purposes of the Association, and to cause to be executed and delivered, in the name of the Association, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidences of debt and securities therefor.

Section 6.2. Reports by the Board of Directors. The Board of Directors shall be required to provide a report on significant management decisions made by the Board or the Officers between Regular Meetings to the Membership at each Regular Meeting.

ARTICLE VII

MEETINGS OF THE BOARD OF DIRECTORS

Section 7.1. Organizational Meetings. Each year, in the first week of July, the Board of Directors shall hold an Organizational Meeting for the election of non-Member Director(s), the appointment of Officers, the review and approval of the corporate budget, and the transaction of other business.

Section 7.2. Regular Meetings. Regular Meetings of the Board of Directors shall be held at such dates and times as may be fixed by the Board.

Section 7.3. Special Meetings. Any Officer or any two other Directors may call Special Meetings of the Board of Directors for any purpose at any time.

Section 7.4. Place of Meetings. Meetings of the Board of Directors shall be held at the principal office of the Association, unless otherwise designated by resolution of the Board or by written consent of all members of the Board.

Section 7.5. Notice of Meetings.

- A. Notices of any meetings of the Board of Directors must specify the date, time, and location.
- B. Any notice of any Special Meeting of the Board of Directors shall specify the date, time and location thereof, provided that if the Special Meeting is held at the principal office of the Association, no location shall be required to be contained in the notice. Notice need not include the purpose of such Special Meeting.
- C. Notice shall be given to each Director:
 - 1. By written notice sent by first class mail, deposited into a United States mail box at least four days before the time set for the meeting;
 - 2. Oral notice in person or by telephone (including a voice message system) at least forty-eight hours before the time set for the meeting; or
 - 3. Written notice sent by electronic transmission (including facsimile, e-mail and text message) at least forty-eight hours before the time set for the meeting, if the Director consents to accept notices in this manner.
- D. All such notices shall be given or sent to the Director's address, phone number, facsimile number or e-mail address as shown on the records of the Association. Any oral notice given personally or by telephone may be communicated directly to the Director or to a person who would reasonably be expected to promptly communicate such notice to the Director.

Section 7.6. Waiver of Notice. The transactions of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice, if (i) a quorum is present, and (ii) either before or after the meeting, each of the Directors who is not present at the meeting signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent does not need to specify the purpose of the meeting. All waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meeting. Also, notice of a meeting is not required to be given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 7.7. Attendance at Meetings by Telephone or Similar Communication Equipment. Any meeting may be held by conference telephone or other communications equipment permitted by the California Nonprofit Mutual Benefit Corporation Law, as long as all Directors participating in the meeting can communicate with one another. All such Directors shall be deemed to be present in person at such meeting so long as:

- A. Each Director participating in the meeting can communicate with all of the other Directors concurrently; and
- B. Each Director is provided the means of participating in all matters before the Board, including, without limitation, the capacity to propose, or to interpose an objection to, a specific action to be taken by the Association.

Section 7.8. Quorum. A majority of Directors then in office shall constitute a quorum for the transaction of business, except to adjourn as provided in Section 7.11.

Section 7.9. Vote Requirements for Valid Board Action.

- A. Every act taken or decision made by a vote of the majority of the Directors present at a meeting duly held at which a quorum is present is the act of the Board, unless a greater number is expressly required by the California Nonprofit Mutual Benefit Corporation Law, the Articles of Incorporation or these Bylaws. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors from the meeting, if any action taken is approved by at least a majority of the required quorum for that meeting.
- B. No Director who is an employee of the Association shall be entitled to vote on matters related to their employment status and compensation.

Section 7.10. When a Greater Vote Is Required for Valid Board Action. A vote by a majority of all Directors then in office is required for the creation of, and appointment to, Committees (but not advisory committees) as described in ARTICLE XI or for any loan of money or property to, or to guarantee the obligation of, any Director or Officer (not counting the vote of any Director who is to receive a loan), *provided that* such vote by a majority of Directors then in office shall not be required to advance reasonable expenses to a Director or Officer for which the Director or Officer would be entitled to be reimbursed in the absence of such an advance.

Section 7.11. Adjournment. A majority of the Directors present, whether or not constituting a quorum, may adjourn any meeting to another time and place.

Section 7.12. Notice of Adjournment. Notice of the time and place of holding an adjourned meeting need not be given, unless the meeting is adjourned for more than 24 hours, in which case personal notice of the time and place shall be given before the time of the adjourned meeting to the Directors who were not present at the time of the adjournment.

Section 7.13. Conduct of Meetings. Meetings of the Board shall be presided over by the President, or if the President is absent, by a chairperson of the meeting, chosen by a majority of the Directors present at the meeting. The Executive Secretary shall act as secretary of all meetings of the Board, provided that, if the Executive Secretary is absent, the presiding officer shall appoint another person to act as secretary of the meeting. Meetings shall be governed by rules of procedure as may be determined by the Board from time to time, insofar as such rules are not inconsistent with or in conflict with these Bylaws, with the Articles, or with any provisions of law applicable to the Association.

Section 7.14. Directors Acting Without a Meeting. The Board of Directors may take any action permitted by the California Nonprofit Mutual Benefit Corporation Law, the Articles of Incorporation, or these Bylaws by unanimous written consent of all Directors without a meeting. “All Directors” shall not include any Director with a material financial interest. Such written consent shall be filed with the minutes of the Board and shall have the same force and effect as a unanimous vote of the Directors taken at a meeting. Written consent may be transmitted by first-class mail, messenger, courier, facsimile, e-mail, or any other reasonable method satisfactory to the President.

Section 7.15. Non-Liability of Directors. The Directors shall not be personally liable for the debts, liabilities, or other obligations of the Association.

Section 7.16. Emergency Actions. In anticipation of or during an emergency, the Board may take any actions necessary to conduct the Association’s ordinary business operations and affairs to the extent permitted by the California Nonprofit Mutual Benefit Corporation Law.

ARTICLE VIII

OFFICERS

Section 8.1. Officers.

A. Board-level Officers.

1. The Board-level Officers of this Association shall be the President, Chief Executive Officer, Chief Financial Officer, Executive Secretary, Treasurer, Chief Human Resources Officer, and Chief Diversity Officer.

2. The President shall be elected from among the Directors by the Active Members using ranked-choice voting. They shall be elected for a term of one year, and shall serve until their successor shall be elected, or their earlier resignation or removal. Immediately following the Initial Election Meeting and each Annual Meeting, the Executive Secretary shall provide a ballot, by first class mail and by e-mail, to each Active Member eligible to vote in the immediately preceding election of Directors. Active Members in good standing shall submit their ballots directly to the Association's accounting firm, by first class mail, fax or e-mail. Only ballots received by the accounting firm by 5 PM on the day that is seven days after the Executive Secretary's mailing and e-mail of the ballots shall be counted. The accounting firm shall count and deliver the results to the Executive Secretary as soon as practicable. If the President position cannot be decided by ranked-choice voting, due to a tie of the candidates, the Board of Directors in office at the time of such election shall select the winner as between the tied candidates. The results of the election shall promptly be posted online and announced at the next Regular Meeting.
3. The Chief Executive Officer, Chief Financial Officer, Executive Secretary, Treasurer, Chief Human Resources Officer, and Chief Diversity Officer shall be appointed by the Board of Directors at the annual Organizational Meeting for a term of one year, and each shall serve at the discretion of the Board until their successor shall be appointed, or their earlier resignation or removal.
4. Any number of offices may be held by the same person, except that none of the Executive Secretary, the Treasurer, the Chief Financial Officer, or the Chief Diversity Officer may serve concurrently as the Chief Executive Officer.

B. Other Officers.

1. As provided in Section 9.4, the Chief Executive Officer may designate additional subsidiary Officers, to serve at the pleasure of the Chief Executive Officer, with such duties, powers, titles and privileges as the Chief Executive Officer may assign.

Section 8.2. Removal. Subject to the rights, if any, of an Officer under any contract of employment, any Officer other than the President may be removed, with or without cause, (i) by the Board, at any meeting of the Board, or (ii) by an Officer on whom such power of removal may be conferred by the Board. The President may be removed with or without cause by a vote of a majority of the Active Members in good standing at a duly held meeting at which a quorum is present or by written ballot in accordance with Section 4.15.

Section 8.3. Vacancies. Vacancies in any Officer position may be filled by the Board.

ARTICLE IX

DUTIES AND POWER OF OFFICERS

Section 9.1. President.

- A. The President shall:
 - 1. Attend and chair all meetings of the Board of Directors and of the membership; and
 - 2. Perform all duties that normally pertain to the office of chair of the board of directors and all other duties as directed by the Board of Directors or the membership.
- B. The President shall be selected from among the Active Members then serving on the Board of Directors.

Section 9.2. Executive Secretary.

- A. The Executive Secretary shall:
 - 1. Be directly responsible to the Board of Directors;
 - 2. Attend and keep an accurate and permanent record of all meetings of the Board of Directors, minutes of which shall be submitted to and approved by the Directors at the next meeting;
 - 3. Attend and keep an accurate and permanent record of all meetings of the membership, minutes of which shall be submitted to the membership in advance of the next meeting of the Members and make such corrections as may be directed by the membership to those minutes at that next meeting of the Members;
 - 4. Cause notice to be given and an agenda timely provided for meetings of the Board of Directors and meetings of the Members in accordance with these Bylaws;
 - 5. Handle the correspondence for the Association, submitting all letters to the Chief Executive Officer for signature;
 - 6. Faithfully keep and preserve all records, seals and trophies of the Association;
 - 7. Keep an accurate record of the committees and their activities;
 - 8. Prepare an accurate roster of the membership at the beginning of each fiscal year; and

9. Perform all duties that normally pertain to this office and all other duties as directed by the Board of Directors.
- B. The Executive Secretary may, but need not be, a Member, and may, but need not be, selected from among the Directors then in office.

Section 9.3. Treasurer.

- A. The Treasurer shall:
 1. Be directly responsible to the Board of Directors;
 2. Cause the books of the Association to be audited by an independent accounting firm promptly after the close of each fiscal year;
 3. Distribute a written financial report at each Annual Meeting of the Members and, after the books have been audited, issue an annual report to the membership; and
 4. Perform all duties that normally pertain to this office and all other duties as directed by the Board of Directors or the membership.
- B. The Treasurer may, but need not be, a Member, and shall be selected from among the Directors then in office.

Section 9.4. Chief Executive Officer.

- A. The Chief Executive Officer shall:
 1. Be the chief executive and general manager of the Association, directly responsible to the Board of Directors;
 2. Supervise, direct and control the Association's day-to-day activities, business and affairs in accordance with policies and directives approved by the Board;
 3. Attend all meetings of the Board as an observer, with no voting rights, and subject to the power of the Board to excuse the Chief Executive Officer from such meetings;
 4. Attend all meetings of the Members;
 5. Have the power to designate additional Officers, to serve at the pleasure of the Chief Executive Officer, with such duties, powers, titles and privileges as the Chief Executive Officer may assign;
 6. Have the power to delegate their responsibilities and powers subject to the control of the Board; and

7. Perform all duties that normally pertain to this office and all other duties as directed by the Board of Directors or the membership.
- B. Neither a Member nor a Director shall be eligible to serve as Chief Executive Officer.

Section 9.5. Chief Financial Officer.

- A. The Chief Financial Officer shall:
1. Oversee all accounts of the business of the Association;
 2. Cause to be paid all duly authorized bills and disbursements of the Association;
 3. Sign or authorize in writing all invoices, checks and instructions to make wire transfers or electronic payments, including authorizations to make regularly scheduled pre-authorized payments, subject to such internal control procedures as the Chief Executive Officer shall designate, on the bank accounts of the Association;
 4. Keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and transactions of the Association, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings, and other matters customarily included in financial statements;
 5. Collect membership dues; and
 6. Perform all other duties as directed by the Board of Directors or the membership.
- B. Neither a Member nor a Director shall be eligible to serve as Chief Financial Officer.

Section 9.6. Chief Human Resources Officer.

- A. The Chief Human Resources Officer shall:
1. Have chief responsibility for all matters involving human resources and report directly to the Chief Executive Officer;
 2. Collaborate with the Chief Diversity Officer to develop strategies to recruit and retain a diverse workforce and membership;
 3. Oversee the implementation, enforcement and periodic review of rigorous standards of conduct;

4. Develop and implement organizational strategies to improve the Association's efficiency; and
 5. Perform all other duties as directed by the Chief Executive Officer, the Board of Directors or the membership.
- B. Neither a Member nor a Director shall be eligible to serve as Chief Human Resources Officer.

Section 9.7. Chief Diversity Officer.

- A. The Chief Diversity Officer shall:
1. Have chief responsibility for all matters involving equity, diversity and inclusion with respect to the Association and report directly to the Chief Executive Officer;
 2. Lead the development and implementation of a comprehensive strategy for creating a culture of equity, diversity, and inclusion;
 3. Organize programming, including trainings, workshops and other events, in support of the Association's goal of creating an environment where individuals from all racial and ethnic identities, nationalities, sexual orientations, gender identities/expressions, religions, political and ideological perspectives, abilities, ages, and socioeconomic statuses are able to thrive and be engaged;
 4. Collaborate with the Chief Human Resources Officer and other stakeholders to assess potential barriers and develop strategies to recruit and retain a diverse membership and workforce;
 5. Conduct annual audits to ensure that all eligible Members receive the opportunity to serve on Committees;
 6. Work with Members, Directors, Officers and employees of the Association to identify bias in processes, practices and operations and develop and implement alternative approaches; and
 7. Perform all other duties as directed by the Chief Executive Officer, the Board of Directors or the membership.
- B. Neither a Member nor a Director shall be eligible to serve as Chief Diversity Officer.

ARTICLE X

GOLDEN GLOBE AWARDS

Section 10.1. Eligibility.

- A. The Active Members in good standing shall annually award Golden Globe Awards under rules and regulations adopted by the Board of Directors from time-to-time.
- B. The Emeritus Members in good standing shall vote annually on the Cecil B. DeMille and Carol Burnett Awards under rules and regulations adopted by the Board of Directors from time-to-time. If the Association has 10 or more Emeritus Members at the time of voting, only Emeritus Members shall be eligible to vote on the Cecil B. DeMille and Carol Burnett Awards. If the Association has fewer than 10 Emeritus Members at the time of voting, both Emeritus Members and members of the Board of Directors shall be eligible to vote on the Cecil B. DeMille and Carol Burnett Awards.

ARTICLE XI

COMMITTEES

Section 11.1. Standing Committees. Standing committees shall be appointed by the Board. Such appointments shall be for the term of one year, except that such appointees shall have the right to resign before the expiration of their term. The Board may, at any time, revoke or modify any or all of the authority that the Board has delegated to a Committee, increase or decrease (but not below two) the number of members of a Committee, and fill vacancies in a Committee.

- A. Executive Committee.
 - 1. The Association shall have a standing Executive Committee, which shall be comprised of the President, the Treasurer, and three other Directors as may be appointed by the Board of Directors from time to time.
 - 2. Only members of the Board of Directors may be appointed to the Executive Committee.
 - 3. The Chief Executive Officer may attend meetings of the Executive Committee as an observer, with no voting rights, and subject to the power of the Executive Committee to excuse the Chief Executive Officer from such meetings.
 - 4. The Executive Committee, unless limited by a resolution of the Board, shall have and exercise all the authority of the Board of Directors in the

management and the business and affairs of the Association between meetings of the Board of Directors to the extent permitted by the California Nonprofit Mutual Benefit Corporation Law, the Articles of Incorporation, and these Bylaws.

5. All actions of the Executive Committee shall be reported to the Board of Directors at the next duly scheduled Board of Directors meeting.

B. Audit Committee.

1. The Board shall appoint an Audit Committee.
2. The Audit Committee shall not include staff or employees of the Association, including, the Chief Executive Officer or the Treasurer. If there is a Finance Committee, members of the Finance Committee shall constitute less than 50% of the membership of the Audit Committee and the chairperson of the Audit Committee shall not be a member of the Finance Committee. Subject to the supervision of the Board, the Audit Committee shall:
 - (a) Make recommendations to the Board on the hiring and firing of the Association's Certified Public Accountant ("CPA");
 - (b) Confer with the CPA to satisfy Audit Committee members that the financial affairs of the Association are in order;
 - (c) Approve non-audit services by the CPA and ensure such services conform to standards in the Yellow Book issued by the United States Comptroller General; and
 - (d) If requested by the Board, negotiate the CPA's compensation on behalf of the Board.

C. Conflicts Committee.

1. The Conflicts Committee shall be composed of such members and shall have such duties as are set forth in its charter, and shall have such other duties as the Board may delegate to it from time to time.

D. Credentials Committee.

1. The Association shall have a Credentials Committee, which shall carry out the duties set forth in these Bylaws and such other duties as the Board of Directors may from time delegate to such Committee.
2. Composition of the Credentials Committee.
 - (a) The Credentials Committee shall have nine members.

- (b) No more than four members of the Credentials Committee shall be Members of the Association.
 - (i) The President shall serve on the Credentials Committee ex officio.
 - (ii) The Active Members shall elect the remaining three Members to serve on the Credentials Committee. The election of the three Members serving on the Credentials Committee shall take place at the same time and in the same manner as the election for members of the Board of Directors. With the exception of the President, a Member elected to the Board of Directors shall be ineligible to serve on the Credentials Committee for the duration of their term as a Director. For the avoidance of doubt, an Active Member may be a candidate for a position on both the Board of Directors and the Credentials Committee in the same election. If elected to both the Board of Directors and the Credentials Committee, such Member shall serve on the Board of Directors and shall be ineligible to serve on the Credentials Committee.
 - (iii) The Members elected to serve on the Credentials Committee upon its formation shall serve initial terms of one, two, and three years, respectively, as designated by the Credentials Committee at its first official meeting. Thereafter, the term of office of each elected Member serving on the Credentials Committee shall be three years.
 - (iv) Each elected Member shall serve on the Credentials Committee for a maximum of one term, after which point the Member may not serve on the Credentials Committee again until three (3) years following the end of their prior term. Any Member who serves for longer than a one year period shall be considered to have completed one term.
 - (v) If any seat on the Credentials Committee allotted to Members becomes vacant, the Member who received the next most votes in the most recent Credentials Committee election shall fill such vacancy and shall serve the remainder of the open term. If the vacancy cannot be filled on this basis, Active Members in good standing shall vote at the next General Meeting to select a replacement Member to serve on the Credentials Committee for the remainder of the open term.

- (c) The remaining five members of the Credentials Committee shall be journalism professionals who are not Members of the Association (each, an “Outside Credentials Committee Member”). There shall be no requirement that these professionals specialize in entertainment journalism. Each Outside Credentials Committee Member shall be required to have demonstrated a commitment to the mission of the Association and to diversity and inclusion. Individuals serving on the Board of Directors shall be ineligible to serve on the Credentials Committee during their term of office as a Director.
 - (i) The Oversight Board shall appoint the Outside Credentials Committee Members to serve on the Credentials Committee for its first term. Thereafter, the Credentials Committee shall nominate a slate of candidates, and the Board of Directors shall elect the Outside Credential Committee Members from among that slate.
 - (ii) At the Credential Committee’s first official meeting, Outside Credentials Committee Members shall be divided into two groups, one consisting of two Outside Credentials Committee Members and the other consisting of three Outside Credentials Committee Members and the Credentials Committee shall designate each group to serve an initial term of one or two years. Thereafter, the term of office of each Outside Credentials Committee Member shall be two years.
 - (iii) Each Outside Credentials Committee Member shall serve a maximum of three consecutive terms, after which point they may not serve on the Credentials Committee again until six (6) years following the end of their prior term. An Outside Credentials Committee Member who serves for longer than a one year period of any term shall be considered to have completed one term.
 - (iv) If any of the seats on the Credentials Committee allotted to Outside Credentials Committee Members become vacant, the Credentials Committee shall nominate a slate of possible replacements, from which the Board of Directors shall elect a replacement Outside Credentials Committee Member to serve the remainder of the open term.
- (d) Each member of the Credentials Committee, including a member elected to fill a vacancy, shall hold office until the expiration of the term for which they were elected and until the election and qualification of a successor, or until that member’s earlier

resignation or removal in accordance with the California Nonprofit Mutual Benefit Corporation Law.

- E. Special Committees. Special Committees may be appointed by the Board at any time. Such appointees shall hold office at the pleasure of the Board. Appointees may include, but need not be, individuals who are Members or Directors.

Section 11.2. Term of Office. Each member of a committee shall continue as such until the next annual meeting of the Association and until their successor is appointed, unless the committee shall be sooner terminated, or unless such member shall be removed from such committee or shall cease to qualify to be a member thereof. Unless expressly provided otherwise in these Bylaws or in the charter of the relevant committee, a Member shall be permitted to serve on a particular committee for no more than three consecutive one-year terms, after which the Member may not again serve on such committee until three years following the end of their prior term.

Section 11.3. Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

Section 11.4. Quorum. Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum, and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

Section 11.5. Eligibility. For the avoidance of doubt, Emeritus Members shall be eligible to serve on committees on the same basis as Active Members.

Section 11.6. Rules. Each committee may adopt rules for its own governance not inconsistent with the Bylaws or with rules adopted by the Board of Directors.

ARTICLE XII

INDEMNIFICATION

Section 12.1. Indemnification. The Association, upon appropriate resolution of the Board of Directors, will indemnify and hold a person who is, or was, a Director or Officer of the Association harmless from and against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in any civil, criminal, administrative, investigative or other legal proceeding brought against them or any of them arising out of the performance of their duties as Directors or Officers of the Association to the full extent allowed under the California Nonprofit Mutual Benefit Corporation Law.

Section 12.2. Advance of Expenses. Expenses incurred in defending any proceeding may be advanced by the Association before the final disposition of such proceeding upon receipt of an

undertaking by or on behalf of the Director or Officer to repay such amount unless it shall be determined ultimately that the agent is entitled to be indemnified as authorized in this Article.

Section 12.3. Insurance. The Association shall have the power to buy and maintain insurance on behalf of any Director or Officer of the Association against any liability asserted against or incurred by the Director or Officer in such capacity or arising out of the Director or Officer's status as such whether or not the Association would have the power to indemnify the Director or Officer against such liability under the provisions of this Article.

Section 12.4. Nonapplicability to Fiduciaries of Employee Benefit Plans. This Article does not apply to any proceeding against any trustee, investment manager or other fiduciary of an employee benefit plan in their capacity as such. Nothing contained in this Article shall limit any right to indemnification to which such a trustee, investment manager or other fiduciary may be entitled by contract or otherwise which shall be enforceable to the extent permitted by applicable law.

ARTICLE XIII

COMPENSATION

Section 13.1. Compensation Generally. The Association may pay reasonable compensation to any person for services provided to the Association.

Section 13.2. Compensation of Members. Compensation of Members must comply with the Association's Member Compensation Policy as in effect at the time such compensation is paid.

ARTICLE XIV

FINANCIAL POWERS AND PROCEDURES

Section 14.1. Contracts. All material agreements, contracts or any instruments transferring or in any manner affecting the real or personal property owned or held by the Association, or the title thereto, shall be executed by the Chief Executive Officer and the Treasurer under the seal of the Association, but only after the said documents or contracts so to be executed shall have been submitted to and approved by the Board of Directors.

Section 14.2. Moneys. All moneys derived from any source shall be turned over to the Treasurer of the Association, who shall deposit them in approved financial institutions in the Association's account.

Section 14.3. Authorization of Disbursements. No Association funds in excess of amounts approved by the Board by specific authorization or delegation of spending authority shall be

spent or disbursed, and no indebtedness in excess of this amount shall be incurred for the Association, without specific advance authorization by the Board of Directors.

Section 14.4. Reimbursement. The Association shall reimburse Directors, Officers or Members for legitimate, itemized and documented expenses incurred while on authorized Association business in an amount not to exceed that specified by the Board of Directors, in accordance with the limitations set forth above in Section 14.3.

Section 14.5. Records. All official records, documents, bank books, certificates of deposit, check books, photographic negatives and proofs of the Association shall be kept in the office of the Association. Such records, etc., shall never be removed from the Association's office except for official audits.

ARTICLE XV

AMENDMENTS

Section 15.1. Amendments. The Board may adopt, amend or repeal bylaws, subject to approval by Members to the extent required by the California Nonprofit Mutual Benefit Corporation Law, including actions that would materially and adversely affect the rights of Members as to voting, dissolution, redemption, or transfer; or increasing the quorum at a meeting of Members.

ARTICLE XVI

[Reserved]

ARTICLE XVII

HOLLYWOOD FOREIGN PRESS ASSOCIATION CHARITABLE TRUST

Section 17.1. Purpose. The Hollywood Foreign Press Association Charitable Trust shall be an adjunct of the Association. The purpose of the Hollywood Foreign Press Association Charitable Trust shall be support of charitable, literary, scientific and educational organizations identified or connected with the motion picture, television and dramatic, musical and comedy theater industries or the journalism profession.

Section 17.2. Declaration of Trust. The provisions of the Hollywood Foreign Press Association Charitable Trust are set forth in the Declaration of Trust dated December 31, 1981, as such shall be amended from time to time.

Section 17.3. Trustees. The Trustees of the Hollywood Foreign Press Association Charitable Trust shall be selected as set forth in the Declaration of Trust dated December 31, 1981, as amended.

Section 17.4. Annual Endowment. Every year, the Association shall contribute to the Hollywood Foreign Press Association Charitable Trust five percent of its net profits, if any, from the Golden Globe Awards banquet and the telecasting, broadcasting or other publication of the Golden Globe Awards presentation. This Section 17.3 cannot be amended without the advance written consent of the Attorney General of the State of California.

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EXHIBIT 3

HFPA Reporting and Grievance Policy for Members

I. RECEIVING REPORTS OF MISCONDUCT

A. Avenues for reporting misconduct

1. Third-party hotline and email address operated by Convercent.
2. The CEO or the CEO's designee (e.g., Director of Human Resources or Chief Diversity Officer).

B. Steps after receiving reports of misconduct

1. The CEO or the CEO's designee shall review all reports of misconduct, including those received from Convercent.
2. The CEO or the CEO's designee shall then determine which reports will be investigated by an outside law firm. Factors to consider include the nature and severity of the conduct, the substantiation for the conduct, and the accused party's past conduct.
3. If the CEO or his/her designee determines that a report does not warrant investigation by a law firm, he/she shall provide a written explanation for that decision to the reporting party along with an offer to review any additional relevant information.
4. If the CEO or his/her designee determines that a report warrants investigation by a law firm, he/she shall provide notice to the reporting party, which shall include a disclosure that a law firm will request interviews with both the reporting party and the accused party. The CEO or his/her designee shall further inform the reporting party that the reporting party's participation in the investigation is encouraged, but not required.
5. Members who are the subject of an investigation related to physical or sexual assault shall be placed on probation and shall not be permitted to participate in any Association-sponsored activities pending the findings of an outside law firm's investigation. The Board may also place members accused of other misconduct on probation and prohibit them from participating in Association-sponsored activities pending the findings of an outside law firm's investigation if the Board determines that the allegations against the member warrant such action.
6. Prior to the retention of a CEO, the following initial steps shall be followed:
 - (a) Ropes & Gray shall categorize the reports received by Convercent based on subject matter.

Approved by Members 7-6-21

- (b) An outside law firm shall review all reports, including those received by Convercent and categorized by Ropes & Gray.
- (c) The law firm shall determine which reports to prioritize investigating.
- (d) The law firm shall begin investigating the reports of misconduct by collecting all available information, including by offering to speak to both the reporting party and the accused party.

II. INVESTIGATING REPORTS OF MISCONDUCT

A. Outside Investigation

- 1. The outside law firm responsible for investigating the report of misconduct shall collect, review, and analyze all available information.
- 2. The law firm shall offer to speak with both the reporting party and the accused party.
- 3. The law firm shall compile its findings into a report, which the law firm shall submit to the HFPA Board of Directors (the “Board”).
 - (a) The written report shall reach a conclusion as to whether the law firm has been able to establish that the relevant conduct occurred.
 - (i) In determining whether the relevant conduct occurred, the law firm shall apply a preponderance of the evidence standard and shall place the burden of proof on the reporting party.
 - (b) If the law firm determines that the relevant conduct occurred, the written report shall further make a recommendation to the Board concerning the appropriate disciplinary sanction for such conduct, taking into account the severity of the conduct, the substantiation for the conduct, the accused party’s past conduct and the factors outlined in Section IV.C below. The report shall include an explanation of the law firm’s rationale for such recommendation.

B. Internal Records

- 1. The HFPA shall maintain complete files of all reports of misconduct, including any reports that were not investigated by a law firm.

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III. DETERMINING APPROPRIATE SANCTION

A. Recusal

1. A member of the Board must recuse himself or herself from any role in the disciplinary process when that member is the reporting party; the accused party; has first-hand knowledge of the allegations, such as being a witness to the relevant events; or otherwise is in a position where the Board member's impartiality could reasonably be questioned.
2. If the Board becomes aware of a potential basis for recusal on which the relevant Board member has not already acted, the Board shall decide by majority vote at a meeting at which a quorum is present whether the member of the Board must recuse himself or herself.

B. Process

1. If the outside law firm substantiates a report of misconduct, the Board shall immediately initiate a disciplinary process against the accused member.
 - (a) The Board may also initiate a disciplinary process in the absence of a law firm substantiating a report of misconduct if the Board determines that sufficient evidence indicating that misconduct has occurred is otherwise available. In making such a determination, the Board must apply a preponderance of the evidence standard and place the burden of proof on the reporting party.
2. The Board shall initiate the disciplinary process by sending written notification to the accused member stating that the Board is evaluating whether to take disciplinary action, the reasons therefor and providing the accused member with 15 days to respond in writing and an opportunity to request a meeting with the Board. The written notification shall state that possible sanctions include expulsion, termination and/or suspension of membership.
 - (a) If the accused member requests a meeting with the Board, that meeting shall be held expeditiously.
3. The Board shall simultaneously send written notification to the reporting party stating that the Board is evaluating whether to take disciplinary action and providing the reporting party with 15 days to provide any additional information relevant to that decision. The Board shall inform the reporting party that no further action is necessary. The Board shall further provide the reporting party with the opportunity to request an optional meeting with the Board, which shall be held expeditiously.

4. After the Board has reviewed any available information, including any written and/or oral remarks from the accused member and/or reporting party, or, if the accused member provides no response, after the expiration of 15 days from the written notification, the Board shall vote on whether an appropriate disciplinary sanction is warranted.
5. The Board shall determine the appropriate sanction, if any, by majority vote of all present, non-recused Board members at a meeting at which a quorum is present.
6. Following the determination of the appropriate sanction, if any, the Board shall communicate the result to both the reporting party and the accused party in writing.
 - (a) The effective date of any expulsion, termination or suspension of membership shall be 5 days after the Board vote.

C. Sanctions

1. In determining the appropriate sanction, the outside law firm's findings and recommendation shall presumptively be adopted, unless the Board determines that the recommended sanction is unreasonable by a majority vote of all present, non-recused Board members at a meeting at which a quorum is present.
 - (a) The Board shall determine that the recommended sanction is unreasonable and increase or decrease the level of sanction only if:
 - (i) Additional information gathered after the conclusion of the law firm's investigation causes the Board to disagree with the law firm's conclusion as to whether the relevant conduct occurred. The Board shall apply a preponderance of the evidence standard, with the reporting party bearing the burden of proof; or
 - (ii) The sanction is not based on a consideration of the severity of the conduct, the substantiation for the conduct, the accused member's past conduct and the factors outlined in Section IV.C.2 – IV.C.3 below.
2. The appropriate sanction should in most cases bear a reasonable relationship to the underlying misconduct. For example, if a member is found to have engaged in misconduct during a press conference, an appropriate sanction may be to prohibit attendance at future press conferences and related events for a period of time. If a member is found to have engaged in misconduct

vis-à-vis another member, an appropriate sanction may be to bar the member from attendance at any HFPA-sponsored events.

3. Sanctions may include:

(a) Expulsion of member and termination of membership.

- (i) Expulsion of a member and termination of membership is the most severe sanction available. This sanction may be appropriate in cases of sexual harassment, discrimination, bribery, or other serious misconduct. This sanction also may be appropriate following a pattern of repeated misconduct that continues despite the imposition of lesser sanctions.

(b) Suspension of membership.

- (i) Suspension of membership is the second most severe sanction available. This sanction may be appropriate in cases of serious infractions that do not rise to the level warranting expulsion and termination.
- (ii) A suspended member may not participate in any HFPA-related activities, including membership meetings, press conferences, and events. A suspended member does not have the right to vote in any HFPA-related matters.
- (iii) If a member has his or her membership suspended, that member must still meet the requirements for reaccreditation during the next yearly reaccreditation process (other than those unavailable to a suspended member, such as attendance at member meetings and press conferences).

(c) A term of probation, which may include:

- (i) Prohibition on attending press conferences and/or other HFPA events.
 - (1) A prohibition on attending press conferences and/or other HFPA events may be an appropriate sanction to apply to misconduct related to such events or misconduct involving interactions with other members and/or the public.
- (ii) Prohibition on voting for the Golden Globe awards.

- (1) A prohibition on voting for the Golden Globe awards may be an appropriate sanction to apply to misconduct related to awards voting.
- (iii) Revocation of invitation to the Golden Globes.
 - (1) A prohibition on attending the Golden Globe awards may be an appropriate sanction to apply to misconduct related to Golden Globes-related events or misconduct involving interactions with other members and/or the public.
- (iv) Removal from committee(s).
 - (1) A prohibition on voting for the Golden Globe awards may be an appropriate sanction to apply to misconduct related to committee-related work or misconduct involving interactions with other members.
- (v) Non-funding of press event or film festival travel.
 - (1) A prohibition on voting for the Golden Globe awards may be an appropriate sanction to apply to misconduct occurring during or in connection with press event or film festival travel.
- (d) Mandatory additional diversity, equity and inclusion and/or sexual harassment training.
- (e) A written warning.

IV. SCOPE OF THIS POLICY

- A. This Reporting and Grievance Policy applies to reports of misconduct concerning members of the HFPA whether received from an internal or external party.
- B. The HFPA also encourages reporting of any misconduct concerning employees of the HFPA.

Approved by Members 7-6-21

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EXHIBIT 4

HOLLYWOOD FOREIGN PRESS ASSOCIATION WHISTLEBLOWER POLICY

1. **Purpose and Statement of Policy.** The Hollywood Foreign Press Association the “HFPA” requires its directors, officers, employees, active members and volunteers to observe the highest standards of business and personal ethics in the conduct of their duties and responsibilities to HFPA. Employees and representatives of the HFPA must practice honesty and integrity in fulfilling their responsibilities and must comply with all applicable laws, regulations and corporate policies. In this spirit, HFPA encourages its directors, officers, employees, active members and volunteers to identify any instances in which these standards may be compromised.

This Whistleblower Policy (this “Policy”) has been established to protect from retaliation directors, officers, employees, active members and volunteers of HFPA who report suspected improper conduct each, “Covered Person” and to provide a means for Covered Persons to raise good faith concerns about any action or suspected action taken by or within HFPA that is or appears to be illegal, fraudulent, dishonest or in violation of any adopted policy of HFPA (each, a “Suspected Violation”). Examples of Suspected Violations include, but are not limited to, violations of federal, state or local law; violations of corporate policies; and fraudulent or questionable financial practices.

The individuals involved in such Suspected Violations may be directors, officers, employees, active members, volunteers, auditors, vendors or other third parties. This Policy ensures that no Covered Person who in good faith reports any Suspected Violation will suffer intimidation, harassment, discrimination or other retaliation or, in the case of employees, adverse employment consequences as a result of such report.

2. **Board Oversight.** The Board of Directors of HFPA the “Board” shall adopt and oversee the implementation of and compliance with this Policy. Directors who are employees of HFPA, if any, may not participate in any Board or committee deliberations or voting relating to the administration of this Policy.

3. **Compliance Officer.** The Compliance Officer (the person identified on page two below) is designated to administer this Policy. The Compliance Officer is responsible for overseeing the investigation and resolution of all reported complaints of Suspected Violations and for reporting such to the Board or authorized committee thereof (the “Reviewing Body”). In the event that a report concerns the Compliance Officer, he or she shall recuse himself or herself from the proceedings and the Board shall select an appropriate officer of HFPA to continue the investigation. Any questions or concerns regarding this Policy should be addressed directly to the Compliance Officer.

4. **Procedure for Reporting Suspected Violations.** Any Covered Person may report a Suspected Violation, either in written or oral form, although written complaints are encouraged. The complaint submitted by the Covered Person should include whatever documentation is available to support a reasonable basis for the allegation(s) and to assist in investigating the complaint. Complaints of Suspected Violations may be made anonymously, although non-anonymous complaints are encouraged. Anonymous complaints should be detailed to the greatest extent possible because follow up questions will not be possible, making the investigation and resolution of such complaints difficult.

A Covered Person should direct all complaints to the Compliance Officer, who will report to the Reviewing Body. The Compliance Officer shall create a simultaneous written record of any oral complaint. If the Compliance Officer is the subject of the Suspected Violation or a Covered Person is not comfortable reporting a complaint concerning a Suspected Violation to the Compliance Officer or is unsatisfied with the response, the Covered Person is encouraged to instead speak with his or her supervisor or anyone in management with whom s/he is comfortable. In such case, the manager to whom such Suspected Violation is reported shall in turn report such Suspected Violation to the Compliance Officer, unless the Compliance Officer is the subject of the complaint, in which case the manager shall submit the report to the Reviewing Body. If the Compliance Officer is the subject of the complaint, the Reviewing Body shall designate someone to act in the place of the Compliance Officer and all references to the Compliance Officer in this Policy with respect to such complaint shall be applicable to such designee. Reports to the Reviewing Body shall include a statement as to whether such Suspected Violation was reported first to the Compliance Officer; if it was not, the report shall indicate why the Suspected Violation was not reported to the Compliance Officer.

The Reviewing Body will determine an appropriate response to each complaint of concern. The person who is the subject of a complaint shall not be present at or participate in the reviewing body’s deliberations or voting on the matter

relating to such complaint; however, the Reviewing Body may request that such party present information as background or answer questions about a complaint at a meeting prior to commencement of deliberations or voting relating thereto. The response to and resolution of each complaint of a Suspected Violation shall be documented in the minutes of the Reviewing Body, subject to Section 5 below.

5. **Confidentiality.** Any investigation will be conducted in a manner that conceals and protects the Covered Person's identity and the reported information (if necessary under the circumstances) to the greatest extent practicable given legal requirements, consistent with the need to conduct a fair and adequate investigation and take necessary corrective action.

6. **Acting in Good Faith.** Anyone filing a complaint concerning a Suspected Violation must act in good faith and have reasonable grounds for believing the information disclosed may indicate a Suspected Violation. The Covered Person is not responsible for investigating the activity, proving the truth of the allegation(s) asserted in the complaint or determining fault or corrective measures; however, s/he must demonstrate reasonable grounds for concern. No investigation will be made of unspecified wrongdoing or broad allegations. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowing them to be false will be viewed as a serious disciplinary offense.

7. **No Retaliation.** No Covered Person who in good faith reports any Suspected Violation (whether reported to the HFPA, its agents or its auditors or to any law enforcement officials, government or regulatory agency), or who cooperates with an investigation of a complaint, shall suffer intimidation, harassment, discrimination, or other retaliation or, in the case of an employee, adverse employment consequences as a result of such report or cooperation. Any person who believes s/he has been subject to retaliation as a result of making a report should immediately report such incident to the Compliance Officer or the Chair of the Board. Any Covered Person who retaliates against someone for having reported a Suspected Violation in good faith may be subject to appropriate corrective action, up to and including termination of employment in the case of an employee, and up to and including expulsion of membership in the case of an active member. A Covered Person's right to protection under this Policy does not provide him or her with immunity for participating or being complicit in the Suspected Violation that is the subject of the complaint or ensuing investigations.

8. **Distribution and Amendment.** This Policy was adopted by the Board on November 8, 2018. A copy of this Policy shall be distributed to all directors, officers, employees, and active members of the HFPA, and to all volunteers who provide substantial services to the HFPA. HFPA reserves the right to modify or amend this policy at any time as it may deem necessary.

Effective as of November 8, 2018, the "Compliance Officer" is:

Gregory P. Goeckner, Chief Operating Officer and General Counsel
(310) 657-1731
ggoeckner@hfpa.org

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EXHIBIT 5

HOLLYWOOD FOREIGN PRESS ASSOCIATION

CODE OF PROFESSIONAL AND ETHICAL CONDUCT

This Code of Professional and Ethical Conduct (the “Code”) sets forth the values, expectations, and standards of the Hollywood Foreign Press Association (the “HFPA” or “Association”) that are essential to achieving our shared mission and goals. Members of the Association must accept and adhere to this Code, and as members, we all have an obligation to maintain and promote professional and ethical conduct. The HFPA, therefore, will strictly enforce this Code.

Who We Are

The HFPA is a non-profit, tax-exempt 501(c)(6) organization of entertainment journalists who report for international outlets. In 1943, the founding consortium of Los-Angeles based journalists banded together to gain traction in a film industry that, at that time, had not yet realized the importance of international markets and international journalists. Today, we carry forward this founding mission by promoting the importance of film and television in international markets.

Our Mission

The HFPA is committed to furthering the common business interests of entertainment journalists working for international outlets by promoting interest in entertainment media and establishing and maintaining favorable relations and cultural ties between the United States and foreign nations through cinema, television, and other audio and visual recordings. Our member-journalists disseminate information around the world about the cultures, traditions, and experiences in the United States and likewise disseminate information within the United States about foreign cultures, traditions, and experiences.

The HFPA promotes interest in the study of the arts, including specifically by promoting the development of the art forms of motion picture; television; dramatic, musical, and comedy theatre; and audio and visual recording. As part of this effort, the HFPA recognizes outstanding achievement in the arts by conferring annual Awards of Merit, the Golden Globes. The HFPA is also dedicated to philanthropic efforts, which include contributing to non-profits and educational institutions; helping restore historical films; promoting the study of journalism and the arts through scholarship programs; and supporting internship, mentorship, and scholarship programs for underrepresented and otherwise disadvantaged students interested in journalism and the arts.

Our Commitment to Diversity and Inclusion

Our Association was founded under the motto, “Unity Without Discrimination of Religion or Race.” Our dedication to diversity, equity, and inclusion, therefore, stems from the founding of our Association, and this Code of Conduct serves to reinforce, expand, and renew that commitment. We must act with intention to promote diversity, equity, and inclusion not only among our members and within our Association, but we must become leaders within our journalistic and entertainment communities so that we encourage and celebrate the authentic, varied voices, experiences, and viewpoints of those behind and in front of the screen. We will

establish and maintain an environment that reflects our global community, empowers members and artists that are underrepresented in the entertainment industry, and fosters a culture that respects and values individuals of all genders, ages, races, ethnicities, religions, identities, and experiences.

Our Commitment to Accountability and Transparency

We are committed to promoting a culture of Accountability and Transparency both within the organization and with our external constituencies.

Accountability: We hold ourselves to the highest standards of professional conduct, including through enforcement of this Code of Conduct. Our actions will send a clear message to the entertainment industry and the general public that the HFPA is focused on promoting its mission and will not tolerate unprofessional or unethical conduct.

Transparency: We will build a transparent Association to develop trust between the HFPA and its outside constituencies, including by publishing our governing documents and facilitating the confidential reporting of any violations of these documents. We further recognize that transparency is also a core value within the organization, and because the HFPA leadership governs the Association on behalf of its members, the full membership has the right to understand the leadership team's decision-making process and to hold the leadership accountable.

Our Commitment to Professionalism

We are an organization of professional journalists. As such, our Association seeks to uphold the highest standards of professionalism in our members' conduct with each other and with outside constituencies.

Welcoming Culture: We are committed to creating a welcoming culture for those outside of our Association, including by acting respectfully and professionally at all HFPA and other industry events, such as press conferences and screenings.

Mutual Respect: We are committed to fostering an environment of mutual respect among our members, where we can engage in robust debates and conversations based on respect for each other's diverse opinions and experiences. Uncivil conduct will not be tolerated.

Commitment to the Association and Its Mission: We are committed to furthering the critically important mission and work of our Association, and we expect our members to act in the best interests of the Association so that we can work collaboratively with each other toward our shared goals.

Ethical Relationships with Third Parties: We are committed to conducting the affairs of the Association ethically and in compliance with all legal requirements. As such, all members must avoid conflicts of interest and adhere to our Conflicts of Interest Policy, including through disclosure of all affiliations with outside organizations.

Principled Golden Globes Voting: We are committed to selecting all Golden Globe nominees and winners based on a process that is beyond reproach. Members must, therefore, avoid any actions that could lead to their impartiality being reasonably questioned. Members are prohibited from

corruptly accepting, agreeing to accept, demanding, or soliciting anything of value in exchange for an action taken by the member in his or her HFPA capacity.

Professional Communication: We are committed to professional communication among our members and with the public. We expect all communications to be honest, made in good faith, and consistent with our commitment to create an environment free from discrimination or harassment. To further promote the professionalism of all written communications, members must use their official HFPA email addresses rather than any personal email addresses when conducting HFPA business (e.g., emailing external parties, including publicists, studios or grant recipients on behalf of the HFPA). Members may not use their official HFPA email addresses for any personal activities (e.g., expressing personal views about the Association or other matters that are not related to HFPA business).

Examples of Covered Conduct

In addition to the specific prohibitions outlined elsewhere in this Code of Conduct and related policies, violations of this Code include, but are not limited to, the following:

- Threatening, harassing or abusing others, either verbally, physically, or in writing.
- Engaging in conduct that is unruly, disruptive, illegal, or endangers the safety of others.
- Failing to follow the rules of any organization or venue hosting, sponsoring, or managing any event that a member attends in an HFPA capacity.
- Expressing views on behalf of the HFPA without express authorization from the Board of Directors (the “Board”).
- Using or attempting to use membership in the HFPA for personal profit, including by selling tickets or credentials received because of a member’s affiliation with the HFPA or using the HFPA name or logo in personal business activities without authorization.
- Publicly disclosing any HFPA matter that is confidential.

Members are, at all times, responsible for compliance with the Code, and the Code shall govern their behavior at all times, including, but not limited to, at press conferences, screenings and other industry events. Members are responsible for their conduct as well as the conduct of their guests, agents, and representatives.

Anti-Harassment and Non-Discrimination

The HFPA prohibits any form of harassment or discrimination based on an individual’s race, ethnicity, sex, sexual orientation, gender identity or expression, religion, age, creed, color, marital status, national origin, ancestry, pregnancy or pregnancy-related condition, medical condition, physical or mental disability, military and veteran status, citizenship status, or any other legally protected characteristic. The HFPA further prohibits and does not tolerate harassment or discrimination against individuals who are perceived to have any of these characteristics or who associate with a person who has, or is perceived to have, any of these characteristics. Because harassment and discrimination undermine the integrity of our organization and our work and destroy the morale of our members, our external stakeholders, and our community partners, the HFPA prohibits such conduct even if the conduct is not severe or pervasive and even if such conduct does not constitute unlawful harassment or discrimination.

Such conduct can include harassment and discrimination that is:

- Verbal (for example, epithets, slurs or negative stereotyping; derogatory statements, comments or jokes; threatening, intimidating, or hostile language);
- Physical (for example, assault or inappropriate or unwelcome physical contact);
- Visual (for example, derogatory posters, cartoons, drawings, or gestures); or
- Retaliatory (for example, threatening retaliation or taking retaliatory action).

This list is illustrative and not exhaustive. We will promptly investigate all allegations of harassment and discrimination, and, if warranted, we will take immediate corrective and disciplinary action, up to and including termination of membership. We will take disciplinary action against a member who engages in conduct that violates this policy even if the member's conduct occurred at a non-HFPA event.

Sexual Harassment

Sexual harassment has no place within or outside of the HFPA. The HFPA is committed to providing a safe environment for our members, the external stakeholders with whom we work, and the public.

Sexual harassment means any harassment based on someone's sex, sexual orientation, or gender identity or expression. Sexual harassment may involve individuals of the same or different genders. It includes harassment that is not sexual in nature (for example, offensive remarks about an individual's sex or gender), as well as any unwelcome sexual advances or requests for sexual favors. Examples of sexual harassment may include but are not limited to:

- Physical assault of a sexual nature or unwelcome intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, or brushing against an individual's body in a sexual nature.
- Unwelcome sexual advances, propositions or other sexual comments, such as sexually oriented gestures, noises, remarks, jokes, or comments about an individual's gender, sexuality, or sexual experience.
- Conditioning any professional benefit on an individual's submission to sexual requests or demands.
- Taking or failing to take action as a reprisal against any individual for rejecting sexual advances.

This list is illustrative and not exhaustive. We will promptly investigate all allegations of sexual harassment, and, if warranted, we will take immediate corrective and disciplinary action, up to and including termination of membership. We will take disciplinary action against a member who engages in conduct that violates this policy even if the member's conduct occurred at a non-HFPA event.

Confidential Reporting and Non-Retaliation

We encourage anyone who is aware of a potential violation of this Code of Conduct or any other HFPA policy to speak up and report any concerns. The Association has contracted with Convercent to operate a hotline and website intake that is open to receive any complaints concerning unprofessional or unethical conduct. The contact information is:

HFPAListens.com

(800) 461-9330

Although individuals are encouraged to identify themselves while making reports so that any necessary follow-up can be undertaken, the hotline accepts anonymous reports. In any case, the HFPA will protect the reporter's confidentiality to the fullest extent possible (although information may need to be shared to facilitate an investigation and response to a report).

The Association strictly prohibits and does not tolerate any form of discipline, reprisal, intimidation or retaliation against anyone, including HFPA members, staff, or external stakeholders, who in good faith provides information, participates in an investigation, reports suspected illegal or unethical activities, or raises concerns regarding conduct by the Association, its members, staff, or agents that the reporting party reasonably believes constituted a legal violation or violation of the HFPA's policies.

We encourage the immediate reporting of any form of retaliation through one of the reporting mechanisms described above. Any member found to have engaged in retaliation will be subject to immediate disciplinary action, up to and including termination of membership.

Enforcement

Members are, at all times, responsible for compliance with the Code in its then current form. Any violation of this Code may result in disciplinary action, including a refusal of admission to or ejection from HFPA events, and suspension or termination of membership.

Any applicant for membership who is found to have engaged in conduct prohibited by this Code of Conduct or any other HFPA policies will not be admitted to the HFPA.

The process for investigating and enforcing violations of this Code of Conduct shall include the following steps:

- All reports received will be investigated in a fair, timely, and thorough manner. This investigation shall include, among other steps, an offer to speak with the reporting party and the accused member. When warranted, a third-party investigator will conduct investigations.
- The investigator will provide its factual findings to the full HFPA Board and will make recommendations regarding potential disciplinary actions.
- If the investigator substantiates the allegations, the Board will immediately initiate a disciplinary process against the accused member.
- The Board shall initiate this disciplinary process by sending written notification to the accused member stating that the Board is intending to take disciplinary action and providing the accused member with fourteen days to respond in writing. When warranted by emergency circumstances, the Board may provide the accused member with a shorter period to respond.

- In this written response, the accused member can request a meeting with the Board, which shall be held expeditiously.
- After the Board has reviewed any written and/or oral remarks from the accused member, or, if the accused member provides no response, after the expiration of fourteen days from the written notification, the Board shall reach reasonable conclusions based on the information collected and vote on whether an appropriate disciplinary sanction is warranted.
- When voting on the appropriate sanction, the Board shall be guided by, among other factors, the severity of the conduct, the substantiation for the conduct, and the accused member's past conduct. Sanctions may include exclusion from events or suspension or termination of membership. Conduct that could result in termination of membership includes violations of the anti-harassment, non-discrimination, sexual harassment, or non-retaliation provisions of this Code of Conduct.

Amendment

The Board of the HFPA may amend, supplement, or supersede this Code of Conduct upon approval by the membership. Following any such amendment, the Board will provide all members with the revised Code of Conduct and alert all members to all revisions during the next General Membership Meeting.

Compliance with Other Policies and Mandatory Trainings

All members must adhere to this Code of Conduct as well as all other HFPA policies, procedures, and bylaws.

Members must also attend all mandatory HFPA trainings (including, but not limited to, sexual harassment and implicit bias trainings).

HOLLYWOOD FOREIGN PRESS ASSOCIATION
Code of Conduct Certification

This is to acknowledge that I have received, read and fully understood the Hollywood Foreign Press Association's (the "HFPA") Code of Conduct. I agree to comply with all the rules contained therein. I will participate in the HFPA's training as required. I understand that failure to comply with the Code of Conduct and any other applicable policies may result in disciplinary sanctions, which may lead to suspension or termination of membership. The Code of Conduct does not create any contractual obligations between me and HFPA.

Signature: _____

Name (print): _____

Date: _____

Delivery Instructions: Upon initial roll-out of the Code of Conduct and once annually thereafter, all HFPA members should complete this form and deliver to Karie DiNardo.