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20 **UNITED STATES DISTRICT COURT**

21 **CENTRAL DISTRICT OF CALIFORNIA**

22 BRIAN BENEKER,

23 Plaintiff

24 v.

25 CBS STUDIOS, INC., a Delaware
26 Corporation, CBS
27 ENTERTAINMENT GROUP, LLC,
28 a California limited liability
company, and PARAMOUNT
GLOBAL, a Delaware Corporation,

Case No.:

COMPLAINT

JURY TRIAL DEMANDED

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SAN DIEGO, CALIFORNIA 92101

1 Plaintiff Brian Beneker alleges as follows:

2 **NATURE OF THE ACTION**

3 1. This lawsuit is about Defendants’ decision to repeatedly discriminate
4 against Mr. Beneker by denying him employment and extending job opportunities to
5 him based on his race, sex, and sexual orientation in favor of less qualified applicants
6 who were members of more preferred groups by Defendants.

7 2. Mr. Beneker is a script coordinator and freelance scriptwriter who has been
8 consistently writing episodes for CBS’s successful “Seal Team” television series.

9 3. Mr. Beneker is a white, heterosexual male, and he has been repeatedly
10 denied a staff writer position with the show, even as positions were available and hiring
11 was done to fill them as Defendants hired and promoted numerous others who lacked
12 experience and screenwriting credits but were part of the favored hiring groups; that is,
13 they were nonwhite, LGBTQ, or female.

14 4. The Defendants have denied Mr. Beneker equal rights in violation of 42
15 U.S.C. § 1981.

16 5. Defendants have repeatedly violated Mr. Beneker’s rights under Title VII
17 of the Civil Rights Act of 1964, 42 U.S.C. § 2000e-2 et seq. by intentionally
18 discriminating against him because of his race, sex, and sexual orientation.

19 **PARTIES, JURISDICTION AND VENUE**

20 6. Beneker is a California citizen with his primary residence in Los Angeles,
21 California.

22 7. Defendant CBS Studios maintains its headquarters in Los Angeles,
23 California, and is incorporated in Delaware. At all times relevant to this complaint, CBS
24 Studios has employed more than fifteen individuals.

25 8. CBS Entertainment Group, LLC, is a California limited liability company
26 doing business in Los Angeles, California. Plaintiff is informed and believes that CBS
27 Entertainment Group, LLC is the parent company of CBS Studios, Inc. and exercises
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1 control over same.

2 9. Paramount Global, a Delaware corporation, is doing business in Los
3 Angeles, California. Plaintiff is informed and believes that Paramount Pictures
4 Corporation is the parent company of CBS Studios, Inc. and exercises control over
5 same.

6 10. This Court has subject-matter jurisdiction under 28 U.S.C. § 1331 because
7 the federal claims arise under the Constitution and laws of the United States.

8 11. Plaintiff seeks declaratory and injunctive relief under 28 U.S.C. §§ 2201,
9 2202. Plaintiff seeks compensatory and punitive damages under 42 U.S.C. §§ 1981,
10 1985(3), 1988, and 42 U.S.C. § 2000e et seq.

11 12. Venue is proper in this District under 42 U.S.C § 2000e-5(f)(3), and 28
12 U.S.C. § 1391(b)(2).

13 **FACTUAL ALLEGATIONS**

14 13. Defendants CBS Studios, CBS Entertainment Group, and Paramount
15 Global have made numerous public statements advertising their diversity efforts in
16 terms of explicit numerical quotas.

17 14. CBS Studios, CBS Entertainment Group, and Paramount Global share key
18 HR functions and policies, including shared anti-discrimination policies.

19 15. The CEO of CBS Entertainment Group, George Cheeks, “set a goal that
20 all writers’ rooms on the network’s primetime series be staffed 40 percent Blacks,
21 Indigenous and People of Color (“BIPOC”) in the 2021-22 season; 17 out of 21 shows
22 hit or exceeded that target” according to a 2022 article quoting Mr. Cheeks.¹

23 16. In Paramount’s 2021-2022 Environmental, Social, and Governance
24 (“ESG”) Report, the company boasted that 56% of the projects in development were
25 from BIPOC creators.²

26 _____
27 ¹ Lynette Rice, *Altered Reality*, ENTERTAINMENT WEEKLY (Feb. 2, 2022), <https://bit.ly/3SFs3WU>.

28 ² Press Release, Paramount Global, *Paramount Releases 2021-2022 Environmental, Social, and Governance Report* (Sept. 9, 2022) (available at <https://bit.ly/47Rhepn>).

1 17. Other outlets report that for the 2022-2023 season of television, CBS
2 Entertainment Group began requiring that writers’ rooms be comprised of 50%
3 BIPOC.³

4 18. CBS Entertainment Group also adopted an initiative requiring 50% of the
5 cast members on their reality shows to be BIPOC.⁴

6 19. In 2020, CBS Entertainment Group set a goal to ensure that by “the 2022-
7 2023 broadcast season: half of all writers will be nonwhite.”⁵

8 20. In its 2021 ESG report, Paramount Global (the parent company of CBS)
9 stated that “We are among the small number of companies with female-majority
10 corporate boards ... We also have one of the highest percentages of female board
11 members (7 of 12) among S&P 500 Index companies. We are conscious of how we
12 need to mirror these accomplishments across the company.”⁶

13 21. CBS Entertainment Group admits that it uses racial quotas in hiring for its
14 writers’ rooms.⁷

15 22. CBS Studios, a subsidiary of CBS Entertainment Group, produces the
16 television drama “SEAL Team.”

17 **Season 1**

18 23. Brian Beneker became the script coordinator for CBS’s show “SEAL
19 Team” when the pilot episode began shooting in March of 2017.

20 **Season 2**

21 24. During the second season of SEAL Team, Brian Beneker was offered an
22 episode script as a freelance writer.

23 _____
24 ³ Marina Fang, *Hollywood has Opened Some Doors for Underrepresented TV Writers, but What Comes Next?*, THE
HUFFINGTON POST (Jan 25, 2021), <https://bit.ly/48wOwLi>.

25 ⁴ Sarah Whitten, *CBS Reality Shows Must Now Have 50% Non-White Casts, Network Says*, CNBC (Nov. 9, 2020),
<https://cnb.cx/3Sihh7W>.

26 ⁵ Christie D’Zurilla, *CBS Announces Diversity Overhaul of Writers Rooms and Script-Development Program*, LOS
ANGELES TIMES (Jul. 13, 2020), <https://lat.ms/3Sj1t4O>.

27 ⁶ *Diversity, Equity, & Inclusion*, PARAMOUNT GLOBAL, <https://bit.ly/3liJ7ME> (emphasis added).

28 ⁷ *Diversity, Equity, and Inclusion at Paramount, Paramount Global*, <https://bit.ly/3TLnCLc>.

1 25. In order to write a freelance script, the showrunner, John Glenn, required
2 Beneker to quit his job as script coordinator for SEAL Team.

3 26. A showrunner oversees the writing, directing, producing, and post-
4 production of the television series. In essence, a showrunner is in charge of the scripts
5 and creative direction of the show. In addition, a showrunner is responsible for hiring
6 and firing writers for the series in consultation with the studio.

7 27. Beneker wrote the script for Season 2, Episode 14, entitled “What Appears
8 to Be.”

9 28. CBS produced the episode based on Beneker’s script.

10 29. John Glenn, the showrunner at the time, praised Beneker for his great
11 work.

12 30. Beneker agreed to quit his job as the script coordinator on approximately
13 October 1, 2018, but continued in the role while training his replacement.

14 31. Thereafter, CBS hired a woman without any experience as a script
15 coordinator to replace Beneker as script coordinator.

16 32. She struggled to do the job, soon became frustrated, and quit
17 approximately two weeks into training.

18 33. Beneker was then told he could continue as the Script Coordinator long
19 term, as there was no time to train a new candidate, and the showrunner liked Beneker’s
20 previous work in that role.

21 34. From this point until the present, Beneker has continued serving as the
22 script coordinator for SEAL Team.

23 35. Near the end of filming for Season 2, Beneker received a call from a CBS
24 Creative Executive’s office, asking him to confirm that a specific writer for the Seal
25 Team writing staff was, or appeared to be, Asian.

26 **Season 3**

27 36. At the beginning of Season 3, (approximately June of 2019), Beneker
28

1 asked the showrunner, John Glenn, to hire him as a staff writer for SEAL Team.

2 37. Glenn told Beneker that there were already too many staff writers and there
3 was no room for CBS to hire Beneker.

4 38. Notwithstanding Showrunner Glenn’s representation that the show had too
5 many scriptwriters, Glenn hired a black male who had no previous writing credits and
6 little substantial experience.

7 39. On or about September 14, 2019, Spencer Hudnut replaced John Glenn as
8 showrunner.

9 40. Around this time, a black woman with no major writing credits was hired
10 as a staff writer, rather than Beneker.

11 41. Beneker asked Hudnut why CBS hired the black male writer, and Hudnut
12 indicated it was because he was black.

13 42. Spencer Hudnut assigned Beneker another freelance script to write on or
14 about December of 2019.

15 43. Beneker co-wrote this script with Executive Producer Holly Harold, and
16 CBS produced it as Season 3, Episode 20, “No Choice in Duty.”

17 44. This episode, “No Choice in Duty,” became the season finale for Season
18 3.

19 45. In February 2020, near the end of filming for Season 3, Spencer Hudnut
20 assured Beneker that he was next in line for a staff writer position.

21 **Season 4**

22 46. At the beginning of Season 4, Mr. Beneker was told by Spencer Hudnut
23 that they could not currently offer him a staff writer job.

24 47. During Season 4 a female writer’s assistant with no prior writing credits
25 was assigned a freelance script.

26 **Season 5**

27 48. During Season 5 (in or about May of 2021), this female former writer’s
28

1 assistant was then brought on as a staff writer.

2 **Season 6**

3 49. During Season 6, Beneker, as a freelance writer, co-wrote a script for
4 Season 6, Episode 5 with Co-Executive Producer Tom Mularz.

5 50. Tom Mularz told Beneker that his writing contribution was excellent, and
6 Spencer Hudnut congratulated Beneker and Mularz on a job well done.

7 51. During Season 6, (in approximately May of 2022), two female writer's
8 assistants, without any writing credits, were hired as staff writers.

9 52. The first of these two hires was black.

10 53. The second identified as lesbian.

11 54. Neither of these two hires had been tasked with writing freelance scripts
12 before being hired on staff, and neither had any writing credits.

13 55. Beneker was told by Spencer Hudnut that these two applicants, a lesbian
14 woman, and a black woman, checked diversity boxes that Beneker did not.

15 56. Hudnut stated that this was the reason they were hired over Beneker.

16 57. During this conversation, Beneker asked Hudnut if the two new hires were
17 better writers than he was.

18 58. Hudnut responded that the two new writers would not get scripts to write,
19 which Beneker understood to mean that they were not being hired for their writing
20 ability.

21 59. Hudnut indicated the reason Beneker could not be brought on as a staff
22 writer was that he did not check any diversity boxes, thus confirming that the
23 Defendants deliberately discriminated against Beneker on the basis of his race, sex,
24 gender, and sexual orientation.

25 60. Beneker understood this to mean that the Defendants would not permit him
26 to be hired because he is a heterosexual, white male.

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FIRST CLAIM FOR RELIEF

(Violation of the Civil Rights Act of 1866, 42 U.S.C. §1981)

70. Beneker incorporates paragraphs 1 through 69 of this Complaint as though set forth fully herein.

71. 42 U.S.C. § 1981 prohibits racial discrimination in the making and enforcement of private contracts.

72. It protects the rights of “would-be” contractors along with those who have already made contracts.

73. But for his race, Mr. Beneker would have been hired as a staff writer.

74. However, because of his race, he was not considered for, hired or promoted to a staff writing position. Indeed, because of his race he was affirmatively denied employment and promotion.

75. Mr. Beneker attempted but was unable to make a contract with Defendants as a staff writer “because of” Defendants’ purposeful discrimination against the Plaintiff on the basis of Plaintiff’s race.

76. Defendants are knowingly and intentionally violating § 1981 by expressly excluding Mr. Beneker from employment and other contract opportunities because of his race.

77. Defendants have acted with malice and/or reckless indifference to Mr. Beneker’s rights and thus have caused Mr. Beneker to be damaged.

SECOND CLAIM FOR RELIEF

(Violation of Title VII of the Civil Rights Act of 1965, 42 U.S.C. § 2000e et seq.)

78. Beneker incorporates paragraphs 1 through 77 of this Complaint as though set forth fully herein.

79. Defendants have implemented a policy requiring illegal quotas for race and sex in the hiring of staff writers.

80. Defendants have created a de facto hiring policy whereby nonwhite,

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1 LGBTQ, and female applicants are preferred over white, heterosexual, or male
2 applicants.

3 81. Mr. Beneker was qualified for the staff writer position but was not hired or
4 promoted by Defendants. Defendants failed to hire or promote Mr. Beneker due to his
5 race, sex, and heterosexuality.

6 82. Further, similarly situated individuals outside of Plaintiff's race, sex, and
7 sexual orientation were treated more favorably by Defendants.

8 83. Mr. Beneker has a Notice of Right to Sue Letter from the United States
9 Equal Employment Opportunity Commission, dated December 28, 2023. See Exhibit
10 1.

11 84. Mr. Beneker has complied with Title VII's charge filing provisions, 42
12 U.S.C. §§ 2000e-5(e)(1) and (f)(1).

13 85. The Defendants' actions as described herein constitute an unlawful race
14 and sex discrimination in violation of Title VII of the Civil Rights Act of 1964, 42
15 U.S.C. § 2000e et seq., and thus have caused Mr. Beneker to be damaged.

16 **PRAYER FOR RELIEF**

17 WHEREFORE, Mr. Beneker respectfully requests that this Court enter judgment
18 in his favor and against all Defendants jointly and severally as to all Counts alleged and
19 grant the following relief:

20 A. A declaratory judgment that the Defendants' de facto hiring policy violates
21 42 U.S.C. § 1981 and/or Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e-
22 2 et seq.

23 B. A permanent injunction barring the Defendants from violating applicable
24 nondiscrimination laws.

25 C. An injunction requiring Defendants to offer Plaintiff a full-time job as a
26 producer.

27 D. Actual and compensatory damages in an amount exceeding \$500,000.

1 E. Punitive damages under 42 U.S.C. § 1981, in an amount to be determined
2 at trial.

3 F. An order for such equitable relief, including back pay, will make Brian
4 Beneker whole for the Defendant’s conduct; compensatory damages; punitive damages;
5 and prejudgment and post-judgment interest.

6 G. Reasonable costs and expenses of this action, including attorneys’ fees,
7 costs, and disbursements under 42 U.S.C. § 1988 and any other applicable laws.

8 H. Pre- and post-judgment interest.

9 I. Such other relief as the Court deems appropriate and just.

10
11
12 DATED: February 28, 2024

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13
14
15
16 By: _____

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BRIAN BENEKER

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JURY TRIAL DEMAND

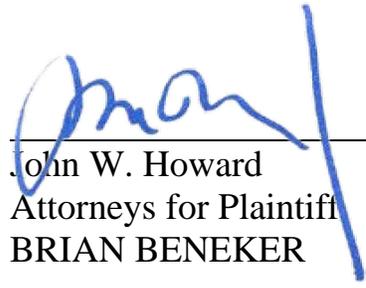
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Mr. Beneker demands a trial by jury on all claims for which it is available.

DATED: February 28, 2024

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By:



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