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Superior Court of California,
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David W. Slayton,
Executive Officer/Clerk of Court,
By A. Ilieva, Deputy Clerk

5
6 Attorney for Plaintiff, Kristi Marie Hoffman

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **FOR THE COUNTY OF LOS ANGELES**

9 KRISTI MARIE HOFFMAN, an Individual,
10 Plaintiff,

11 vs.

12 JACQUELINE WEST, an Individual, APPLE,
STUDIOS LLC., a California Foreign Limited
13 Liability Company, APPLE, INC., a California
14 Corporation; COSTUME DESIGNER'S GUILD, a
California Nonprofit Corporation, and DOES 1-100,

15
16 Defendants.

Case No.: **24SMCV02439**

**COMPLAINT FOR DAMAGES &
INJUNCTIVE RELIEF**

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19
20
**(1) INTENTIONAL INFLICTION OF
EMOTIONAL DISTRESS;
(2) NEGLIGENT INFLICTION OF
EMOTIONAL DISTRESS;
(3) INVASION OF PRIVACY;
(4) BREACH OF CONTRACT;
(5) FALSE ADVERTISING (B&P §
17535); AND
(6) RETALIATION (LABOR CODE §
1102.5**

JURY TRIAL DEMANDED

1 Comes now Kristi Marie Hoffman (“Plaintiff” or “Hoffman”) and for her Complaint against
2 Jacqueline West (“West”), Apple Studios LLC (“Apple Studios”), Apple Inc. (“Apple”), and the
3 Costume Designer’s Guild (“CDG”), (collectively “Defendants”), states:

4 **THE PARTIES:**

5 1. Plaintiff Hoffman is now, and at all relevant times has been, a resident of Los Angeles,
6 California.

7 2. Defendant West is a Costume Designer who now, and at all relevant times has been, a
8 resident of Los Angeles, California.

9 3. Defendant Apple Studios is a Limited Liability Company registered under the laws of
10 Delaware and registered as a Foreign Limited Liability Company under the laws of the State of
11 California, with its principal place of business in Los Angeles, California.

12 4. Defendant Apple is a Limited Liability Company registered under the laws of Delaware
13 and registered as a Foreign Limited Liability Company under the laws of the State of California, with
14 its principal place of business in Los Angeles, California.

15 5. Defendant CDG is a California Nonprofit Corporation with the purpose of protecting the
16 rights of its members working on union signatory jobs.

17 6. The true names and capacities, whether individual, corporate, associate or otherwise of
18 Defendants sued herein as Does 1-100, are unknown to Plaintiff, who sues said Defendants by such
19 fictitious names (“Doe Defendants”). If necessary, Plaintiff will seek leave of Court to amend this
20 Complaint to state their true names and capacities when ascertained. Plaintiff is informed and believes
21 and based thereon alleges that the Doe Defendants are also subject to relief requested herein by way of
22 their concerted, contributory or vicarious acts and responsibility.

23 **JURISDICTION AND VENUE**

24 7. The Court has personal jurisdiction over Defendant West because she resides in
25 California.

26 8. The Court has personal jurisdiction over Apple Studios because it is a registered California
27 Foreign Limited Liability Company with a principal place of business in Los Angeles, California.

28 9. The Court has personal jurisdiction over Apple because it is a registered California

1 Corporation with a principal place of business in Los Angeles, California.

2 10. The Court has personal jurisdiction over CDG because it is a California entity with a
3 principal place of business in Los Angeles, California.

4 11. Venue is proper in this district because most of the Defendants are residents of Los
5 Angeles County, California. Additionally, the acts that gave rise to this action were committed within
6 this district.

7 **FACTS COMMON TO ALL CLAIMS**

8 12. Hoffman has been a costume designer in the entertainment industry, working in film and
9 television, since about 2004.

10 13. Hoffman joined CDG and Local #892, governed by a union contract, on or about February
11 24, 2010. Since then, Hoffman has paid her entrance fee and quarterly dues as required, entitling her to
12 membership benefits.

13 14. CDG boasts that it offers “vital protections guaranteed by our union contracts.”

14 15. The Union Agreement that controls Hoffman’s membership and CDG’s obligations states,
15 “The parties agree to continue to comply with all applicable federal and state laws relating to non-
16 discriminatory employment practices.”

17 16. Early in August of 2020, Defendant West contacted Hoffman about a position on the
18 Killers of the Flower Moon (“KOTFM”) project, a movie based on the best-selling book of the same
19 name to be produced by Apple and would tell a true story about how a businessman orchestrated the
20 murders of several members of the Osage Nation in the early 1920s, and asked Hoffman to maintain her
21 availability for the film.

22 17. West, having worked with Hoffman previously, knew her to be a member of a federally
23 recognized tribe who had the design expertise and cultural competency she needed in a design partner
24 for this collaboration. In fact, West made it clear that, in addition to Hoffman’s skill and ability to
25 perform successfully, she wanted Hoffman to work on this film because of her past work and because
26 she wanted Native Americans represented on the set of KOTFM and wanted Hoffman to assist in making
27 that happen.

28 18. Hoffman accepted the offer and worked diligently for approximately a year beside West,

1 the Osage Nation, and other Natives to create authentic costumes and designs for KOTFM, acting as her
2 operational co-costume designer. In fact, Hoffman is responsible for the jacket worn by actor Leonardo
3 DiCaprio in KOTFM which has garnered much praise for its authenticity and originality.

4 19. During the course of her employment and on set, Hoffman experienced instances of racial
5 discrimination that affected her mentally and emotionally.

6 20. As a CDG member, Hoffman brought the discriminatory conduct and its effect on her to
7 the attention of West, CDG, and Apple. Despite her efforts, the conduct continued, and Hoffman filed a
8 Charge with the Equal Employment Opportunity Commission (EEOC).

9 21. Hoffman filed a Complaint with the EEOC on or about July 19, 2021 under Charge Nos.
10 564-2021-01381 and 480-2022-00991, which alleged discrimination against Apple Studios LLC,
11 AppleTV+, and Apple Inc. for the conduct she endured while working on KOTFM.

12 22. Hoffman and Defendants resolved the EEOC dispute pursuant to a confidential settlement
13 agreement dated December 16, 2022.

14 23. KOTFM premiered in Cannes in May 2023, was later released on October 20, 2023, and
15 was subsequently nominated for ten Academy Awards, seven Golden Globe Awards, nine British
16 Academy Awards, twelve Critics Choice Awards, and three SAG Awards while also being nominated
17 by the Costume Designer's Guild Award (CDGA) for Excellence in Period Film.

18 24. When the CDGA award nominations were first announced, Hoffman was initially listed
19 alongside West and identified as the First Assistant Costume Designer ("ACD"). Subsequently, that
20 notation was removed at West's request and applied to all ACDs, including those in secondary roles,
21 listed alongside West.

22 25. Hoffman challenged her changed first ACD status to CDG, and ultimately, CDG found
23 that West's removal of Hoffman as the first ACD was improper, and her first ACD notation was replaced.

24 26. KOTFM was also nominated for an Oscar for its costume design, which Defendants
25 further excluded Hoffman.

26 27. Throughout the multitude of award nominations for KOTFM, Apple teamed up with West
27 and CDG to promote the film and its costume design. Despite Hoffman being the primary ACD and
28 completing most of the research and costume design for the film, the Defendants not only specifically

1 excluded her involvement in its promotion but also completely ignored her work and instead represented
2 to the public at large that the costume design work, her work, was the product of West and a consultant
3 on the film, Julie O’Keefe (“O’Keefe”).

4 28. Defendants promoted Hoffman’s work through West and O’Keefe in videos, meet-and-
5 greets, conferences, magazines, social media, and articles throughout the United States and beyond,
6 completely burying Hoffman’s contributions.

7 29. Hoffman, who has been in the television and film industry since around 2004 and has
8 contributed to many productions, poured her heart into KOTFM as a film about Native Americans to
9 which she could relate as a Native herself.

10 30. Hoffman endured discriminatory conduct on the set of KOTFM, as she was subsequently
11 discredited for her work during the film’s promotion and release and targeted with ads celebrating West
12 and O’Keefe for the results of her hard work.

13 31. Indeed, Apple and CDG worked together through sponsored ads to promote West and
14 O’Keefe for Hoffman’s work while failing to acknowledge her but ensuring she received the ads through
15 an email campaign. Such actions further exasperated the mental and emotional anguish of Hoffman’s
16 initial discrimination and subsequent elimination as a primary contributor to the film’s design, which
17 received many accolades.

18 32. Since her EEOC Complaint, Hoffman has been targeted through elimination efforts by
19 Defendants for her contributions to the film by Defendants’ promotion of West and O’Keefe for her
20 efforts.

21 **CLAIM ONE**

22 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

23 **(As Against all Defendants)**

24 33. Plaintiff realleges the allegations of Paragraphs 1 through 32 of this Complaint as if fully
25 set forth herein.

26 34. From December 16, 2022, to the present, Defendants West and Apple have conspired
27 outside the scope of their duties to Hoffman to commit certain wrongful acts. These acts were motivated
28 by the Defendants’ retaliation against Hoffman for allegations of racial discrimination on the set of the

1 KOTFM film and her subsequent requests for acknowledgment of her contributions to the film. These
2 Defendants conspired to place Hoffman in a false light by failing to acknowledge her contributions and
3 instead promote West and O’Keefe. They did this to prevent Plaintiff from being hired on other
4 productions and to punish her for her discriminatory allegations. They further did this to discredit
5 Plaintiff and isolate her from the entertainment industry to reduce her professional stature.

6 35. Defendants, standing in a position of authority over Hoffman, acted with the intent to
7 damage her and to cause her severe emotional and physical distress.

8 36. As a proximate result of the acts of Defendants, Hoffman suffered manifestations of severe
9 emotional distress in the form of humiliation, mental anguish, anxiety, emotional distress, and alienation
10 for her performance on the film. The acts of Defendants injured Plaintiff in mind and body.

11 37. As a direct and proximate result of Defendants’ conduct, Hoffman has suffered general
12 damages in an amount to be determined by proof at trial.

13 38. As a further direct and proximate result of Defendants’ conduct, Hoffman was unable to
14 work for a period of at least thirty months, and, accordingly, lost wages in an amount to be determined
15 by proof at trial.

16 39. Defendants’ conduct was done knowingly, willfully, and with malicious intent, and
17 Plaintiff is entitled to punitive damages in an amount to be determined by proof at trial.

18 **CLAIM TWO**

19 **NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**

20 **(As against all Defendants)**

21 40. Plaintiff realleges the allegations of Paragraphs 1 through 39 of this Complaint as if fully
22 set forth herein.

23 41. Defendants, by virtue of their conduct alleged in this Complaint, have negligently and
24 carelessly breached their duty to Plaintiff.

25 42. Defendants knew or should have known that their conduct would cause Plaintiff severe
26 emotional distress and mental suffering.

27 43. As a direct and proximate result of the negligence and carelessness of Defendants, Plaintiff
28 has suffered damages as alleged in this Complaint.

1 44. As a further direct and proximate result of the acts alleged in this Complaint, Plaintiff has
2 suffered and continues to suffer severe emotional distress and mental suffering to Plaintiff's damage in
3 an amount to be proven at trial.

4 **CLAIM THREE**

5 **INVASION OF PRIVACY – FALSE LIGHT**

6 **(As Against All Defendants)**

7 45. Plaintiff realleges the allegations of Paragraphs 1 through 44 of this Complaint as if fully
8 set forth herein.

9 46. Defendants, by virtue of their conduct in this Complaint, made statements about the
10 costume design on KOTFM portraying West and O'Keefe as the major contributors to the film design,
11 thereby placing a false light, and one that eliminated Hoffman's contribution to the film, that a
12 reasonable person would, and that Plaintiff did find as highly offensive.

13 47. Plaintiff did not consent to Defendants' misrepresentations and the false light attributed
14 to the costume designers.

15 48. Defendants' actions constituted the tort of invasion of privacy as defined in Civ. Code §
16 1708.8.

17 49. As a proximate result of the Defendants' actions, Plaintiff suffered injury, specifically
18 emotional, physical, and mental anguish, all to Plaintiff's general damages.

19 50. As a proximate result of Defendants' actions, Plaintiff sustained special Damages,
20 including medical expenses and lost opportunity.

21 51. Plaintiff is entitled to recover up to three times the amount of general and special damages
22 pursuant to Civ. Code, § 1708.8.

23 52. Defendants acted with malice, fraud, and oppression, and thus an award of punitive
24 damages is justified. Specifically, Defendants knew of Hoffman's impacted and fragile state from the
25 discriminatory actions she endured on set and engaged in the conduct in spite thereof.

26 53. Plaintiff is entitled to recover general, special, and punitive damages pursuant to Civ.
27 Code, § 1708.8.

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1 **CLAIM FOUR**

2 **BREACH OF CONTRACT**

3 **(As against CDG)**

4 54. Plaintiff realleges the allegations of Paragraphs 1 through 53 of this Complaint as if fully
5 set forth herein.

6 55. Plaintiff entered into a valid contract with CDG, the membership agreement.

7 56. Pursuant to the agreement, CDG was to protect Hoffman from violation of State and
8 Federal laws.

9 57. As alleged herein, CDG failed to protect Plaintiff not only from racial discrimination but
10 also retaliatory acts, intentional and negligent infliction of emotional distress, invasion of privacy, and
11 false advertising.

12 58. Defendant's failure to perform pursuant to the agreement has damaged Plaintiff and
13 caused severe emotional and physical distress and lost opportunity in an amount to be determined at
14 trial.

15 **CLAIM FIVE**

16 **FALSE OR MISLEADING ADVERTISING – B&P § 17535**

17 **(As Against All Defendants)**

18 59. Plaintiff realleges the allegations of Paragraphs 1 through 58 of this Complaint as if fully
19 set forth herein.

20 60. Beginning on or about October 2023, and continuing to the date of this Complaint,
21 Defendants have conducted a campaign of advertising to the public. This advertising consists of email,
22 YouTube Videos, magazine articles, social media, and in person events occurring on a regular basis.
23 These advertisements were and are disseminated to the public in California. A copy of one of these
24 advertisements is attached to this complaint as Exhibit "A" and incorporated by reference.

25 61. Defendants have made and disseminated this advertising with the intent directly or
26 indirectly to induce the public to believe that West and O'Keefe were responsible for the costume design
27 on KOTFM and Plaintiff was not, as described in this Complaint.

28 62. Defendants' advertising was untrue or misleading and likely to deceive the public in that

1 Plaintiff was the first assistant costume designer to West and the main contributor to the research and
2 execution of the designs while O’Keefe was a consultant with little overall involvement or authority on
3 the film.

4 63. In making and disseminating these statements, Defendants knew, or by the exercise of
5 reasonable care should have known, that these statements were untrue or misleading.

6 64. Plaintiff is informed and believes, and on the basis of that information and belief alleges,
7 that, unless enjoined by this court, Defendants will continue to engage in the untrue and misleading
8 advertising alleged above.

9 65. As a direct and proximate result of the advertising described above, the Defendants have
10 deprived Plaintiff and continue to deprive Plaintiff of the accolades that should have come with her
11 efforts, including the award nominations, publicity and acknowledgment, and further career
12 opportunities, some of which were attributed to, and given to, West and O’Keefe.

13 **CLAIM SIX**

14 **RETALIATION - Labor Code § 1102.5**

15 **(As Against Apple Studios LLC, AppleTV+ and Apple Inc.)**

16 66. Plaintiff realleges the allegations of Paragraphs 1 through 65 of this Complaint as if fully
17 set forth herein.

18 67. While working on KOTFM, Plaintiff was an employee of Defendant Apple Studios LLC,
19 and worked on a film produced by it, AppleTV+, and Apple Inc.

20 68. Plaintiff objected to the illegal racial discrimination asserted by other employees and
21 superiors of KOTFM, including filing an EEOC Complaint and sharing the conduct with CDG toward
22 her and other Natives on and in the film.

23 69. The Apple Defendants and people working on their behalf formed an intent to retaliate
24 against Plaintiff.

25 70. The Apple Defendants and people working on their behalf retaliated by denying Plaintiff
26 credit and accolades for her work on KOTFM and attempting to erase her contributions.

27 71. The Apple Defendants, and people working on their behalf, further retaliated by
28 substituting a consultant for Plaintiff and improperly advertising that this consultant was responsible for

1 Plaintiff's contributions.

2 72. Plaintiff's refusal to accept the illegal racial discrimination and wrongful activity was a
3 substantial motivating factor in producing the intent to retaliate and retaliation.

4 73. The retaliation and adverse employment action caused Plaintiff to suffer injury, damage,
5 loss or harm in an amount to be proven at trial.

6 **PRAYER FOR RELIEF**

7 WHEREFORE, Plaintiff requests as follows:

- 8 1. General damages according to proof;
9 2. Special damages for lost wages according to proof;
10 3. Punitive damages;
11 4. A civil penalty of up to three times the amount of general and special damages pursuant
12 to Civ. Code, § 1708.8;
13 5. Civil Penalties pursuant to Labor Code § 1102.5;
14 6. An order requiring Defendants to show cause why they should not be enjoined, as set forth
15 below, during the pendency of this action;
16 7. For a temporary restraining order, a preliminary injunction, and a permanent injunction,
17 restraining and enjoining Defendants and their agents, servants and employees and all persons acting
18 under, in concert with, or for them, from making, disseminating, or causing to be made or disseminated
19 before the public in California, in any newspaper or other publication, or any advertising device, by
20 public outcry or proclamation, or in any other manner or means:

21 a. Any statement that identifies or portrays that the costume design of KOTFM was
22 completed without direct and major contribution from Hoffman;

23 8. Defendants to pay to Plaintiff the costs of this action; AND

24 9. Plaintiff have such other and further relief as is just.

25 **JURY DEMAND**

26 Plaintiff demands a trial by jury.

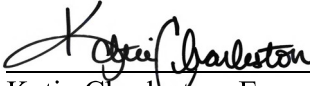
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1 Dated: May 21, 2024

Respectfully submitted,

2 Katie Charleston Law, PC

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4 By: _____
5 Katie Charleston, Esq.
6 Attorney for Plaintiff

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VERIFICATION

I am the Plaintiff in this action. I have read the foregoing Complaint and it is true of my own knowledge, except as to those matters stated on information or belief, and as to those matters, I believe it to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: May 21, 2024

Signed:


Kristi Marie Hoffman (May 21, 2024 10:36 PDT)

Kristi Marie Hoffman, Plaintiff

Deadline

FYC Screening Invite: Beyond the Screen: Killers of the Flower Moon - Film Exhibit | Please join us on Friday, November 17

Costume Designers Guild, Local 892 <cdgia@cdgia.com>
Reply-To: <cdgia@cdgia.com>
To: REDACTED

Mon, Nov 13, 2023 at 4:11PM

If you're having trouble viewing this email, you may [see it online](#).

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COSTUME DESIGNERS GUILD



FYC



Apple Original Films
PLEASE JOIN US FOR
**BEYOND THE SCREEN:
KILLERS OF THE FLOWER MOON
FILM EXHIBIT**

Friday, November 17
7:00PM - 8:00PM

Creating the Look of "Killers of the Flower Moon"
ACADEMY AWARD® NOMINEE JACQUELINE WEST
Costume Designer
JULIE O'KEEFE
Osage Clothing Consultant

Apple
8825 National Blvd - Culver City
Complimentary valet parking provided
FOR ADDITIONAL SCREENINGS AND PROGRAMMING DETAILS
RSVP

To RSVP click image above or visit:

<https://www.killersoftheflowermoonexhibit.com/>

This email is presented and paid for by the host and not an endorsement by the CDG.
www.costumedesignersguild.com

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EXHIBIT A