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HUSAM ASI

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

HUSAM ASI, an individual,

Plaintiff,

v.

HOLLYWOOD FOREIGN PRESS
ASSOCIATION, a California Mutual Benefit
Corporation; GREG GOECKNER, an
individual; JAMES LEE, an individual; and
DOES 1 through 100, inclusive,

Defendants.

CASE NO. 22STCV15728

COMPLAINT FOR:

- (1) BREACH OF CONTRACT;
- (2) BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING;
- (3) TORTIOUS BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING;
- (4) TORTIOUS INTERFERENCE CONTRACTUAL RELATIONS;
- (5) TORTIOUS INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE;
- (6) VIOLATION OF BUSINESS & PROFESSIONS CODE §1700, ET. SEQ.;
- (7) INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS;
- (8) NEGLIGENCE INFLICTION OF EMOTIONAL DISTRESS;
- (9) VIOLATION OF THE CALIFORNIA RIGHT OF FAIR PROCEDURE;
- (10) CONSTRUCTIVE/RETALIATORY DISCHARGE IN VIOLATION OF PUBLIC POLICY;
- (11) SEXUAL HARASSMENT IN VIOLATION OF FEHA (HOSTILE WORK ENVIRONMENT);
- (12) HARASSMENT AND DISCRIMINATION ON THE BASIS OF RACE, NATIONAL ORIGIN, AND/OR COLOR IN VIOLATION OF FEHA;

COMPLAINT

HUSAM ASI VS. HOLLYWOOD FOREIGN PRESS ASSOCIATION, ET. AL.

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- (13) VIOLATION OF FEHA
(GOVERNMENT CODE SECTION
12940(K) FAILURE TO PREVENT
DISCRIMINATION, HARASSMENT
AND RETALIATION;
(14) RETALIATORY FOR ENGAGING
IN PROTECTED ACTIVITY

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DEMAND FOR JURY TRIAL

18 Plaintiff HUSAM ASI (“Plaintiff”, “Asi” or “Dr. Asi”) hereby brings this Complaint
19 against the HOLLYWOOD FOREIGN PRESS ASSOCIATION, GREG GOECKNER, JAMES
20 LEE and DOES 1-100, inclusive (“Defendants”), and alleges as follows:

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INTRODUCTION

23 1. Plaintiff Asi is, and since 2010, has been, a member of the Hollywood Foreign
24 Press Association (“HFPA”), the organization that annually confers the Golden Globe awards.
25 Dr. Asi is more than forty years of age. He earned a Ph.D. in visual neuroscience, and has works
26 published in such scientific periodicals as the Journal of Physiology as well as Visual
27 Neuroscience. He is a Muslim. Dr. Asi is the producer and presenter of BBC Cinematic TV
28 show at BBC Arabic. Dr. Asi writes a weekly column at the Pan Arab newspaper Al-Quds Al-

1 Arabi. Plaintiff Asi is an Israeli-born national ethnically Palestinian active in philanthropy in
2 the Middle East, where he sponsors cancer treatment for children in the West Bank and Gaza
3 while establishing a kindergarten in Lebanon for Syrian and Palestinian refugees. Dr. Asi has
4 been a member of Jewish Voice For Peace for more than ten years. Dr. Asi is a citizen of the
5 United Kingdom who is currently domiciled in the County of Los Angeles, in the State of
6 California.

7 2. Defendant Hollywood Foreign Press Association (“HFPA”) is a California mutual
8 benefit corporation having its place of business in Los Angeles County in the State of California
9 and is a tax-exempt organization under 26 U.S.C. §501(c)(6).

10 3. Defendant Greg Goeckner (“Goeckner”) is an individual, the Chief Operating
11 Officer and the General Counsel of HFPA and, upon information and belief, a resident of Los
12 Angeles County, California. At all times herein mentioned, Goeckner acted as an individual on
13 his own behalf, as Chief Operating Officer of the HFPA and as the HFPA’s general counsel, and
14 an agent for the HFPA.

15 4. Defendant James Lee (“Lee”) is an individual, the founder and Chief Executive
16 Officer of Lee Strategy Group, and, upon information and belief, a resident of Los Angeles
17 County, California. At all times herein mentioned, Lee acted as an individual on his own behalf,
18 as an agent of HFPA, and on behalf of Lee Strategy Group.

19 5. Defendants Does 1-100, inclusive, whether individual, corporate, alter ego,
20 partnership, joint venture, associate or otherwise are presently unknown to Dr. Asi, who
21 therefore sues these defendants by fictitious names. Dr. Asi will seek leave of court to amend
22 this Complaint to allege their true names and capacities when they are ascertained.

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

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

3 4 **JURISDICTION, VENUE AND PRE-SUIT REQUIREMENTS**

5 7. Jurisdiction is proper in that this action concerns tortious conduct in Los Angeles
6 County engaged in by an entity headquartered and having its sole place of business in Los
7 Angeles County and directed at Plaintiff, a resident of Los Angeles County.

8 8. Venue in the U.S. District Court for the Central District of California is proper as
9 it is the District in which the occurrences and events giving rise to Dr. Asi's claims occurred.

10 9. On May 9, 2022, Dr. Asi obtained a Right to Sue Notice from the California
11 Department of Fair Employment & Housing, matter number 202205-16890303. A true and
12 correct copy of the Right to Sue is attached hereto as Exhibit "1" and incorporated herein by this
13 reference.

14 **FACTS COMMON TO ALL CLAIMS**

15 10. HFPA consists of foreign journalists and photographers who report
16 on entertainment industry activity and interests in the United States for media, newspaper,
17 magazine and book publication, television and radio broadcasting as well as other forms of
18 media. It is well known that HFPA conducts the annual Golden Globes ceremony in Los
19 Angeles every January, which honors notable examples of film and television and entertainment
20 achievements in the industry. It is well established that the HFPA is a noteworthy entity within
21 the world of entertainment journalism, especially during awards season. Because of the
22 prominence of the annual Golden Globes network telecast, the publicity and marketing benefit
23 studios enjoy when their films and television shows are nominated or win, the HFPA's activities,
24 and HFPA's control over the Golden Globes, many U.S. Motion picture studios have historically
25 tended to favor HFPA members and have historically provided additional perks to HFPA
26 members including, inter alia,

- 27 • Access to talent and events with US Studios often bestowing preferential treatment on
28 HFPA members.

- 1 • HFPA members do not need to be nominated to interview talent. HFPA membership
- 2 bestows that right.
- 3 • Studios often make talent available to HFPA members on demand.
- 4 • HFPA members are allowed to take and pose for photos with talent whereas non-HFPA
- 5 foreign journalists are strictly forbidden from taking photographs with and of movie stars.
- 6 • HFPA members were often not asked to sign agreements with studios limiting the
- 7 questions that they may ask, which is often required of other journalists.
- 8 • HFPA members have historically had the ability to report on things said at an event even
- 9 if they cannot attend in person because the HFPA pays for transcripts of events and
- 10 makes them available to all of its members.

11 11. HFPA members further have historically enjoyed an extensive list of perquisites
12 which are not available to non-HFPA journalists on a regular basis. Those perks include, inter
13 alia,

- 14 • Access to the Cannes Film Festival at no charge.
- 15 • Partial reimbursement and discounts for travel and lodging for exclusive entertainment
- 16 media and other events.
- 17 • Awards season perks.
- 18 • All expenses paid trips to film festivals around the world, including free press passes with
- 19 access to talent.
- 20 • Voting rights for the Golden Globes.
- 21 • Noticeably more pay than non-HFPA journalists.
- 22 • The clout associated with HFPA.

23 Thus, HFPA membership has become and is essential for any foreign journalist who wishes to be
24 successful covering Hollywood. HFPA has the power to make or break careers and carries and
25 wields immense power and control over its members, non-members, and the entertainment
26 industry.

27 12. Dr. Asi has been a member of HFPA since 2010 and has been subjected to and
28 endured a pattern of sexual harassment, hostile behavior, racial epithets and discrimination, and

1 retaliatory conduct, none of which was ever investigated or handled according to HFPA’s bylaws
2 and procedures. Dr. Asi is an outspoken proponent of, inter alia, racial diversity, open-
3 mindedness and fairness to its members, transparency in business affairs, the condemnation of
4 self-dealing, and actions which benefit the health and productivity of HFPA. Some of Dr. Asi’s
5 public comments include the

- 6 • Comments as to Sky News’ broadcast aired on January 10, 2022 “Racism is not an HPFA
7 disease: it’s a pandemic” ([On Sky News: Racism is not an HFPA disease; it's a pandemic](#)
8 [- YouTube](#)).
- 9 • Comments to the Los Angeles Times article dated April 19, 2021 “Former HFPA
10 President faces backlash over email calling Black Lives Matter a ‘hate movement’
11 [Former HFPA president blasted over Black Lives Matter email - Los Angeles Times](#)
12 [\(latimes.com\)](#). Specifically, the article stated: “*Asi, a Palestinian born in Israel, told*
13 *members during a meeting last year to discuss hiring a diversity consultant (ultimately*
14 *rejected) that he’d worked in many different countries in many different fields but that*
15 *he’d never encountered as many “racist comments” as he had in this association.”*”
- 16 • Comments as to BBC’s broadcast “Are The Golden Globes to blame for the lack of
17 diversity in Hollywood aired on January 10, 2022 ([Are the Golden Globes to blame for](#)
18 [the lack of diversity in Hollywood? - YouTube](#)).
- 19 • Comments about the need for reform on the Sky News January 10, 2022 broadcast
20 “Golden Globes: No celebs? No broadcast? No future? The controversy surrounding the
21 2022 Awards ([Golden Globes: No celebs? No broadcast? No future? The controversy](#)
22 [surrounding the 2022 awards | Ents & Arts News | Sky News](#))
- 23 • Comments to the Los Angeles Times article dated March 3, 2021 “HFPA Golden Globes
24 Fallout: HFPA Members voted not to hire a diversity consultant last summer” [HFPA](#)
25 [members voted not to hire a diversity consultant - Los Angeles Times \(latimes.com\)](#).
26 Specifically, Dr. Asi commented “*I always have to explain and defend who I am ... my*
27 *ethnicity and the people I came from or even the religion.” ... “I heard from other*
28 *members who also encountered this problem.”*

- Comments in the Newsweek article dated April 22, 2021 “Hollywood Press Members 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 racism. "Racism is not an HFPA disease—it's a pandemic. If you cancel the HFPA, someone else will take over. If you don't fix the entire system, you will change nothing."*

13. Additionally, Dr. Asi performed work for the Golden Globe’s website for the time period of 2016 to January, 2022 and was appointed the website manager in November, 2021 . Dr. Asi resigned from his work with HFPA’s website on January 17, 2022.

INSTANCES OF SEXUAL HARASSMENT

14. Dr. Asi was subjected to and experienced several instances of sexual harassment during the course of his membership with the HFPA, none of which were investigated by HFPA despite several witnesses. In failing to investigate or to take other corrective action, HFPA breached its own bylaws and Code of Conduct.

- An HFPA board member grabbed Dr. Asi’s buttocks on more than one occasion in front of several press members at different press conferences attended by HFPA members during the time period of Spring 2018. She invited Dr. Asi to her house to teach him how to do “good sex”. Dr. Asi declined. Several people laughed after each groping incident. Dr. Asi was shamed, ridiculed and embarrassed in front of his colleagues in a very public way. Dr. Asi did not consent to this conduct. No investigation was conducted by HFPA and there were no adverse consequences to the individual who groped Dr. Asi. This not only evidenced the clear arbitrariness of HFPA’s bylaws but sent a clear message to Dr. Asi and other HFPA members that this kind of behavior was accepted, thus creating a hostile environment.

- At an HFPA board member's birthday party, an HFPA member grabbed Dr. Asi, kissed him and put her tongue in his mouth. There were several witnesses and this was done in plain view openly at the party. Dr. Asi did not consent to this touching or conduct.
- A former HFPA member offered to show Dr. Asi videos of her and her boyfriend on her iPhone having sex on video as a sex instruction. Dr. Asi declined her offer and did not consent to any of this conduct.

INSTANCES OF DISCRIMINATORY CONDUCT

15. Dr. Asi was subjected to several instances of discriminatory conduct by HFPA. These instances were not investigated. In failing to investigate or to take other corrective action, HFPA breached its own bylaws and Code of Conduct.

- Dr. Asi had asked the late President Lorenzo Soria why he could not get a job with the Golden Globes website or any committee position for seven years even though he was well-qualified. Dr. Asi was told that "membership hated him because he was an 'angry Arab'" as purported justification for not giving Dr. Asi the job for seven years. This was subsequently leaked to other HFPA board members which by itself should have triggered a duty to investigate. Dr. Asi additionally was subjected to several expletive comments from members of HFPA on the subject while others expressed support as to his complaint about the treatment. Dr. Asi again reported the 'angry Arab' comment to HFPA's president and James Lee on June 18, 2021 by email and DEI Director, Neil Phillips on December 18, 2021. HFPA refused to investigate and Lee told Dr. Asi that bringing up stuff like that would hurt HFPA. .
- Dr. Asi was called and referred to as a 'terrorist' multiple times by HFPA leadership since his application for membership in 2010, with additional disparaging comments made as to Dr. Asi being a 'terrorist' subsequent to that time. Dr. Asi had complained about this type of conduct as recently as the summer of 2021, yet no investigation was ordered. Dr. Asi was summarily dismissed, called a liar despite providing supporting evidence and testimony, and received no written explanation for any reason why the

1 incidents were not investigated.

- 2 • The malicious stereotyping of Dr. Asi also occurred when a former HFPA member stated
3 to Dr. Asi ‘I hate Jews more than you do’, falsely assuming that, because of his ethnicity,
4 Dr. Asi hates Jewish people. Dr. Asi was then told by the same HFPA member that
5 Jewish members were scheming to get him expelled from HFPA, which later turned out
6 not to be true.
- 7 • Dr. Asi has received comments from HFPA members such as ‘Which Islamic Madrassa
8 have you attended?’ and ‘Do you lock your sisters at home and beat them?’ In fact, Dr.
9 Asi’s sisters are highly accomplished professionals who have earned rigorous academic
10 degrees.
- 11 • Dr. Asi sent the board an email in September, 2021, requesting \$10,000 to sponsor a
12 Middle Eastern and African talent at the Egyptian Elgouna Film Festival which was
13 refused by the HFPA Board. Dr. Asi received a phone call and was told that ‘nobody in
14 Hollywood cares about your people’ and that HFPA had to divert its attention to other
15 causes and concerns to be accepted back into Hollywood.
- 16 • At a pre-2022 Golden Globes production meeting at which Dr. Asi was personally
17 present, a member stated as to the event photographer ‘Let’s give it to the new black
18 member’. Reacting to such an insensitive, inappropriate comment, Dr. Asi asked,
19 ‘Doesn’t he have a name?’ At another pre-2022 Golden Globes production meeting at
20 which Dr. Asi was personally present, there was a discussion about pandemic
21 cancellations. A member stated ‘But, thank God, the DEI (Diversity Equity Inclusion)
22 ones – you know what I mean – are still coming.’ Several members at the meeting
23 started laughing. There were no complaints, no reprimands nor any investigation for any
24 of the member’s highly inappropriate comments.

25 **INSTANCES OF HOSTILE WORK ENVIRONMENT AND RETALIATION**

26 16. These are some of the instances of a hostile work environment and retaliatory
27 behaviors and conduct directed towards Dr. Asi as well as other HFPA members, including the
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1 HFPA's weaponizing false sexual misconduct allegations to retaliate against Dr. Asi for his
2 attempts to hold it accountable. When Dr. Asi complained for lack of evidence, Dr. Asi was told
3 by HFPA board members that 'you people do this kind of stuff'. The conduct described herein
4 created a hostile work environment in that Dr. Asi and some HFPA members were ridiculed,
5 shamed, harassed, and treated with contempt if they complained about procedures, preferential
6 treatment received by individuals or other HFPA members, self-dealing, systemic racism, off
7 color sexually charged comments and racial epithets. Dr. Asi and other members of HFPA
8 would face hostility, become fearful or concerned about retaliation and retribution if they
9 opposed the HFPA board or expressed views that were contrary to the HFPA board. In failing to
10 investigate or to take other corrective action, HFPA breached its own bylaws and Code of
11 Conduct. Furthermore, the gross mismanagement that Dr. Asi and other HFPA members had
12 sought to address came home to roost when investigative journalists exposed the HFPA's
13 history of corruption and racism. The result was the HFPA overnight become a pariah in
14 Hollywood, with stars boycotting the Golden Globes to where the annual television show was
15 canceled, forcing it to become an embarrassing Twitter event. As Vanity Fair summed it up:
16 *"The Hollywood Foreign Press Association announced the winners in a series of deranged, oft*
17 *inaccurate tweets."*

- 18 • Dr. Asi was appointed the Golden Globes website manager in late 2021. His request for a
19 record of past work and payments to contractors was denied. When he devised a plan to
20 reduce costs and improve traffic, HFPA's board ignored him. When he complained about
21 the lack of qualifications of the appointed web team and requested hiring a qualified team
22 according to the bylaws, he was ignored. Dr. Asi further complained as to how the
23 website was being managed on specified dates including, inter alia, October 27, 2021.
24 HFPA and Goeckner dismissed Dr. Asi's concerns and complaints as 'obstructions and
25 obstacles'. Further, Dr. Asi asked for additional information as to how the website was
26 being managed and was denied access to that by Goeckner and HFPA which made it
27 unreasonably difficult for Dr. Asi to perform his duties and to provide his services. In
28 addition to Dr. Asi, additional HFPA members and interested parties expressed their

- 1 • concern about a pattern of misconduct and corruption and as to how the website had been
2 handled. Their concerns were summarily dismissed, with no evidence that they were
3 investigated or dealt with according to HFPA's bylaws. Nor was Dr. Asi paid for some of
4 his work in 2016. Dr. Asi was left with few options but to resign his position on January
5 17, 2022.
- 6 • Dr. Asi published a promotional video for the HFPA and was publicly reprimanded for
7 his video in a group HFPA email. The focus of the email was not whether Dr. Asi's
8 video was true but how it would look for HFPA.
- 9 • In August, 2021, the HFPA, fearing they would look bad, censored a commentary
10 authored by Dr. Asi critical of an article in the Hollywood trade website The Wrap
11 regarding actor Matt Damon and the media. The HFPA feared Dr. Asi's commentary
12 would make it look bad, even though the trade article he was critical of had been refuted
13 by Mr. Damon himself as well as dismissed by the New York Times.
- 14 • Indeed, the HFPA may be the only press organization in existence that actively seeks to
15 muzzle journalists. It has repeatedly tried to silence Dr. Asi from bringing to light abuses
16 and mismanagement within the organization, actions that fly in the face of every basic
17 principle followed by legitimate journalists that the HFPA purports to represent.
- 18 • While volunteering on the website, Dr. Asi repeatedly complained about
19 mismanagement, overspending and lack of efficiency and productivity due to HFPA's
20 board politics and culture of ineffectiveness. Goeckner and other HFPA members
21 threatened suit if Dr. Asi continued to complain, or if he continued to speak up about how
22 things were being handled.
- 23 • While working on the website and addressing issues of web traffic, Dr. Asi complained
24 about the excessive cost of the new web developer, which came to more than \$500,000.
25 He was reprimanded for addressing his concerns, targeted by Goeckner and other HFPA
26 members with yelling and other insults. Dr. Asi was often singled out for voicing his
27 concerns over self-dealing and inefficiencies within HFPA, along with the cost of its
28 website and its maintenance which ran in the millions of dollars.

- There were several instances of overpayment, questions about how HFPA's finances were handled, and questions as to the judgment of HFPA in its management and use of HFPA funds. Dr. Asi was a vocal opponent of the Board and Goeckner, and as a result was met with hostility. While others were required to follow board procedures for bids, Goeckner was not and unilaterally circumvented the process. Dr. Asi urged reforms and was pointedly told by President Ali Sar in August of 2020 that the only real way to enact reforms in the HFPA was to wipe out it out and start over again. After the Los Angeles Times expose, HFPA's board and Goeckner became increasingly reticent and secretive about its activities, often making unilateral decisions without conferring with HFPA members. HFPA members, including Dr. Asi, who wanted to speak out often did not do so for fear of retaliation and retribution from HFPA and Goeckner.
- Dr. Asi was reprimanded by Goeckner for his commentary to Sky News and the Newsweek article about HFPA. Goeckner presented himself to Dr. Asi by becoming angry, verbally reprimanding, and combative towards Asi. Given his position in HFPA, Goeckner had control over how HFPA conducted investigations, whether investigations were conducted, how funds were spent, what information was shared, as well as the hiring and use of HFPA's resources.
- As to Dr. Asi's commentary on BBC News in January, 2022, Dr. Asi was approached by Lee who attempted to tell Asi what to say on the BBC interview and referred to him to an interview he arranged for another member on Bloomberg tv. Dr. Asi declined and said that he worked for the BBC not for Lee.
- Dr. Asi created a member website for HFPA to increase transparency. This was shut down by the board in March, 2021. The board claimed that it was to prevent leaks.
- As to the Golden Globes website, Dr. Asi was not given information to assist with the running of website or to do his job properly or thoroughly. There were several leaks from HFPA which were not dealt with or addressed, and they continued to happen.
- There were continuing complaints about the amount of money being spent on crisis management, publicity for HFPA and other PR services. Some of these details were

1 included in articles such as “Money and Power at the HFPA: A Report” an article by
2 VideoAge International on August 16, 2021 ([Money and Power at the HFPA: A Report –](#)
3 [VideoAge International](#)) which states, inter alia, James Lee’s company was paid about
4 \$425,000 for three to four months of work and the article makes the comments,
5 “Additionally, the HFPA’s digital team apparently gobbles up tens of thousands of
6 dollars a month for work on its website.” The website has less than a thousand visitors
7 per day. Goeckner and the HFPA board ignored the complaints and continued to spend.

- 8 • Lee did propose finding a buyer for HFPA for the amount of \$50,000,000 and pushed
9 HFPA to agree to that price as well as new bylaws with substantial loopholes.
- 10 • The new bylaws were prepared by the law firm Ropes & Gray which also recommended
11 hiring an HR director. Some of the work performed by Ropes & Gray was the very same
12 work that was performed by a consulting firm a couple of years earlier. Dr. Asi did ask
13 in meetings and in writing about hiring an HR Director and was not given a clear answer.
14 As Dr. Asi understands it, the HFPA currently does not have an HR Director.
- 15 • At a membership meeting in June, 2021, it was proposed that Dr. Asi be allowed to fix
16 the Golden Globes website. Dr. Asi was told publicly ‘no one wants to work with Sam’
17 which was repeating a previous President’s comment. At the urging of some HFPA
18 members, Dr. Asi responded. He was subsequently attacked both in writing and verbally
19 by three HFPA members. Many of the comments had nothing to do with Dr. Asi’s work
20 or the website, but were, in fact, personal attacks directed at him in a very public way.
- 21 • HFPA’s current leadership and President heavily rely on Goeckner and Lee. They do not
22 question their decisions or motivations despite evidence of self-dealing, evidence of back
23 door dealing which does not include the HFPA board or its members as required, a lack
24 of a meritocracy, and the HFPA Board’s ineffectiveness as exposed in the media.
- 25 • During this time period of the pre-2022 Golden Globes, there were entities and
26 individuals vying to purchase the Golden Globes. Dr. Asi learned of this the Golden
27 Globes weekend and was notified that HFPA had jeopardized obtaining A-list talent for
28 the Golden Globes. As Dr. Asi was conversing with an individual about the issues

1 pertaining the Golden Globes, he was summoned by text by the HFPA's President to
2 attend a meeting. When Dr. Asi came to the meeting, he was met by the HFPA's
3 President and Lee. Lee began yelling at Dr. Asi stating that these people are trying to
4 steal the HFPA from 'us'. Lee even took Dr. Asi aside and made what Plaintiff construed
5 as highly disparaging remarks about an individual interested in buying the Golden Globes
6 without offering any proof or evidence supporting the unsubstantiated gossip. Dr. Asi
7 subsequently called some of HFPA's board members who denied knowing anything
8 about the plans to purchase the Golden Globes. HFPA's President, Helen Hoehne
9 ("Hoehne") called Dr. Asi the next day and complained that he had shared their
10 conversations and other information with HFPA board members. Hoehne told Dr. Asi
11 that Lee was deeply upset by Dr. Asi's revelations to the HFPA board members about
12 some of the back door dealing by Lee.

- 13 • Soon after, Dr. Asi received an email from the Hollywood trade website The Wrap about
14 an article they were writing involving provably false allegations of sexual misconduct
15 being made against Dr. Asi. The Wrap subsequently published the Article. Right after
16 the Wrap article was published, The HFPA issued a press release almost instantly
17 thereafter announcing an investigation of Dr. Asi without informing him or
18 communicating with him and contrary to their own bylaws. Six days later, The HFPA
19 announced to the press that Dr. Asi was put on probation without having notified Dr. Asi.
- 20 • As to the press release issued by Lee to the Los Angeles Times, as to the allegations
21 against Dr. Asi in violation of HFPA's bylaws, including its procedures and rules of
22 confidentiality. This is not customary practice for HFPA. The most logical explanation is
23 that the HFPA, under fire in the Los Angeles Times and other media for failing so
24 miserably to keep its house in order, is using the false claims against Dr. Asi as an
25 opportunity to make it appear as if it takes allegations seriously and is changing its
26 culture.
- 27 • Lee's press release was inconsistent with the investigation that was actually being
28 conducted by the HFPA. HFPA did not follow its own bylaws which includes

1 confidentiality as to the press releases.

- 2 • The next day, Goeckner sent an email to Dr. Asi notifying him of the investigation for the
3 first time and placing him on probation due to the investigation.
- 4 • Dr. Asi was notified in February, 22, 2022 that the scope of the investigation was being
5 expanded at the direction of Goeckner on behalf of HFPA based upon his tweets critical
6 of The Wrap's founder, Sharon Waxman, which were alleged to be anti-semitic. Dr. Asi
7 is an Israeli citizen. He is a member of Jewish Voice For Peace and other humanitarian
8 causes which combat anti-semitism This further delayed the conclusion of the
9 investigation.
- 10 • While HFPA and Lee were prompt in issuing a press release and expanding the
11 investigation, the HFPA has dragged its feet with respect to its investigation further
12 damaging Dr. Asi. Dr. Asi has fully cooperated with HFPA's investigation and supplied
13 all information that the investigators requested.
- 14 • Five weeks after the Wrap article and the HFPA's first press release, Dr. Asi was
15 contacted by HFPA's DEI Director, Neil Philips, about the investigation. Dr. Asi asked
16 Mr. Phillips why HFPA was not following its own Bylaws and procedures in the
17 investigation. Mr. Phillips answered that he had not read the Bylaws and asked where he
18 could get a copy. Dr. Asi promptly sent Mr. Phillips a copy of HFPA's Bylaws and never
19 hears back from him.
- 20 • The HFPA's latest actions against Dr. Asi echo a similar "investigation" it used to
21 disparage him in 2013 involving false allegations made to The Wrap by a since
22 discredited matter. These claims were so absurd they centered on an alleged incident that
23 took place at the pool of a hotel that, as it turns out, has no pool. The HFPA failed to
24 investigate the allegations, even after Dr. Asi filed a grievance, and was told that, if it was
25 investigated, it would jeopardize the HFPA. Dr. Asi was called selfish by HFPA board
26 members for requesting an investigation. He was further told that 'your people do that
27 kind of thing'.
- 28 • HFPA's current investigation has inexplicably dragged on amid questions about whether

1 Dr. Asi was even in the area at the time of the alleged incident and whether the alleged
2 victims have even been interviewed. Dr. Asi has pleaded to accelerate the investigation
3 because he is eager to prove his innocence and clear his name. But the HFPA, knowing
4 the effect that dragging its heels on the investigation would have on Dr. Asi's career and
5 his livelihood, have shared minimal information with him and ignored his requests that
6 they follow their own bylaws.

- 7 • There are the additional instances of sexual harassment and racial epithets directed
8 towards Dr. Asi, detailed above, which were not investigated. Dr. Asi had complained to
9 a past president to why the more serious transgressors were not investigated, reprimanded
10 or receiving any type of comment or negative consequences for their behaviors, including
11 bullying and self-dealing. A past president told Dr. Asi 'they are untouchable. You are a
12 nobody. You people die in the thousands but no one cares.' Further, Dr. Asi has
13 experienced several instances in which HFPA Board and HFPA members joined in to
14 shame, ridicule and call out Dr. Asi for his outspokenness and for complaining about
15 some of the conduct and lack of transparency within HFPA.

16 **FAILURE TO INVESTIGATE**

17
18 17. As to some of the conduct described herein, other than the Wrap article, the
19 HFPA has failed, refused, and neglected to investigate the following claims by Dr. Asi. As to
20 complaints which were not done formally, those would have been fruitless since HFPA had a
21 pervasive culture of ignoring complaints, discriminatory, and harassing conduct which was
22 condoned or ignored, and retaliatory conduct towards its members. In failing to investigate or to
23 take other corrective action, HFPA breached its own bylaws and Code of Conduct.

- 24 • The use of racial epithets and insults towards Dr. Asi, including, inter alia, calling him 'a
25 terrorist' and an 'angry Arab.'
- 26 • The groping and unconsented to sexual touching by HFPA members to Dr. Asi.
27 The comments as to Dr. Asi's sex life, unwanted offers of sexual instruction, and offers
28 to show videos of an HFPA member and her boyfriend having sex to Dr. Asi.

- Shaming and ridiculing Dr. Asi in front of his HFPA colleagues with personal attacks, telling him that he is hated within HFPA, and engaging in coercive behaviors to bend Dr. Asi to their will.
- Reprimanding or attempting to dissuade Dr. Asi as to sharing his views on newsworthy subjects, which is his job as a journalist.
- Failing, refusing and neglecting to respond to claims of self-dealing and back door dealing in violation of HFPA's own Bylaws.
- Failing, refusing and neglecting to provide Dr. Asi access to information to perform his duties with respect to the Golden Globes website.

In addition, the HFPA Failed to promptly investigate the Wrap article and by allowing Goeckner to expand the investigation.

ARBITRARY ENFORCEMENT AND IGNORANCE OF BYLAWS

18. HFPA and Goeckner have consistently failed to enforce HFPA's bylaws and, when they are abided by, their enforcement are arbitrary as evidenced in the allegations set forth within this complaint and other facts which shall be presented at hearing or trial. On information and belief, the investigation referred to above and other actions or failures to act by HFPA were done at Goeckner's direction during his tenure. There may be other facts as to each of the subjects and categories of Dr. Asi's allegations and Dr. Asi reserves the right to amend this complaint upon the discovery or additional pertinent information.

19. The HFPA Reporting And Grievance Policy For Members approved by members on July 6, 2021 ("Reporting Policy") has specific policies as to reporting misconduct. A true and correct copy of the Reporting Policy is attached hereto as Exhibit '2' and incorporated herein by this reference. Summarizing specific provisions as follows.

- Complaints must be either through a third-party hotline or the CEO's designee.
- The CEO or the CEO's designee must assess the complaint and determine whether it is worth investigating. Factors to consider are the source of the allegation, the accused's history, and the severity of the alleged conduct.

- 1 • If the CEO or its designee determines that the complaint does not warrant investigation,
2 the CEO or its designee must issue a written report as to the reasons why.
- 3 • If the CEO determines that an investigation is necessary and outside law firm shall be
4 retained to conduct the investigation.
- 5 • The outside law firm shall investigate applying the preponderance of the evidence
6 standard to the reporting party.
- 7 • The HFPA is required to keep internal records ‘The HFPA shall maintain complete files
8 of all reports of misconduct, including any reports that were not investigated by a law
9 firm.’ (Section II(b)(1) of the Reporting Policy).

10 There is no substantive discussion in the Reporting Policy as to whether to investigate
11 past incidents, record keeping, stale complaints, continuing sources of harassment and retaliation
12 or how corrective measures should be handled. Notable is the almost full control that the CEO
13 has over this process or to the CEO’s designee.

14 20. The HFPA’s bylaws as amended and restated on August 4, 2021 (“Bylaws”) set
15 forth several guidelines as to how business with HFPA will be conducted. A true and correct
16 copy of the Bylaws is attached hereto as Exhibit ‘3’ and incorporated herein by this reference.
17 The Bylaws ratify the HFPA’s code of conduct, including the policy of avoiding personal issues
18 and attacks. HFPA previously had bylaws in effect as well as a Code of Conduct. Regardless,
19 California and federal law have had laws in effect for quite some time prohibiting sexual
20 harassment, racially motivated discrimination, hostile work environment and retaliation and
21 HFPA would be subject to those laws for its employees, independent contractors and members as
22 would any organization or entity.

23 21. The HFPA, further has a Code of Ethical and Professional Conduct amended on
24 May 20, 2021 (“Code of Conduct”). A true and correct copy of HFPA’s Code of Conduct is
25 attached hereto as Exhibit ‘4’ and incorporated herein by this reference. The HFPA, further, had
26 a Code of Conduct before the current Code of Conduct was ratified and some of the provisions in
27 the Code of Conduct are already state and federal law each of to which HFPA is not exempt.
28 The Code of Conduct includes, inter alia:

- An accountability policy
- A policy of transparency which states, in part, ‘We further recognize that transparency is a core value within the organization, and because 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.’
- The Code of Conduct also includes (a) a welcoming culture; (b) mutual respect; (c) commitment to the association and its mission; (d) ethical relationships and third parties, including adhering to the conflict of interest policy; (e) principled Golden Globes voting; (f) professional communication.
- Covered conduct under the Code of Conduct includes, inter alia, threatening, harassing, or abusing others; engaging in conduct that is unruly, disruptive, illegal, or endangers the safety or others.
- The Code of Conduct prohibits harassment and discrimination of any kind. ‘...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.’
- The Code of Conduct prohibits retaliation for any reporting individual or anyone giving information as part of a complaint or an investigation. The Code of Conduct also requires promptness as to any investigation.

22. The HFPA has a whistle blower policy which is distributed to each of its members. A true and correct copy is attached hereto as Exhibit ‘5’ and incorporated herein by this reference.

DAMAGES TO DR. ASI

As a direct and proximate result of the conduct of HFPA, Goeckner, and Lee, Dr. Asi has suffered the following damages. This is not an exhaustive list:

- Damages to his professional reputation.
- Was not compensated for his work.
- Was forced to resign his position with the Golden Globes website.

- The emotional and professional damages for being shamed and ridiculed in a public way for voicing his concerns as well as attempts at coercing Dr. Asi not to do his job as a journalist properly or to confer with the press.
- Placed on probation from his position with the BBC and the coinciding loss of income, loss of access to contacts, and loss of access to media presence due to the current investigation.
- Placed on probation from his position with the Pan Arab newspaper Al-Quds Al-Arabi and the coinciding loss of income, loss of access to contacts, and loss of access to media presence due to the current investigation.
- Damages to other professional opportunities and ventures in an amount according to proof at trial.
- Denied HFPA access to media events through HFPA credentials on behalf of HFPA, including the Berlin Film Festival and the Cannes Film Festival. Was forced to purchase a press access credential to the Cannes Film Festival for May, 2022.
- Shock, surprise, shame, trauma, fear, mental anguish, and humiliation of being sexually harassed and touched in a sexual manner, discriminated against and the target of racial epithets, as well as being subjected to a hostile work environment and retaliation, including being placed on ridicule, shaming, and probation based upon an article which has not been substantiated.

These are damages set forth herein are not an exhaustive list and were reasonable and foreseeable and a directly, legally and proximately caused by each of the Defendants and Does 1 through 100, inclusive.

23. The HFPA breached its own Bylaw requirements in placing him on probation based upon a journalist's inquiry Dr. Asi and, in so doing, denied him any vestige of fair procedure.

24. The HFPA breached its own Bylaws by, inter alia,

- a. Failing to investigate or to take any corrective action as to racial epithets against Dr. Asi and by allowing racially inappropriate comments in pre-Golden Globes

meetings without consequences.

b. Failing to investigate sexual harassment directed towards Dr. Asi or to take any corrective action.

c. Withholding information necessary for Dr. Asi to do his job with the Golden Globes website.

d. Attempting to censor Dr. Asi and to prevent him from doing his job as a journalist in favor of the HFPA's goal of preventing disclosure of any issues pertaining to HFPA, including issues pertaining to racism, self-dealing, inefficiencies, retaliation and a hostile work environment.

25. That the HFPA never intended to apply its procedures fairly with respect to Dr. Asi is made manifest by its failure and refusal even to consider taking disciplinary action against others for serious violations of its Bylaws and its Code of Conduct, the details of which are set forth above. The media and several news articles have set forth other allegations of misconduct, improprieties and failure to adhere to its own rules and regulations. The fact that Dr. Asi's complaints and concerns as well as those of others were summarily dismissed and not investigated is further evidence of the HFPA's breach of its own bylaws and the hostile environment within the HFPA.

FIRST CAUSE OF ACTION

Breach of Written Contract (Bylaws) – Against Defendants HFPA

and Does 1-100, inclusive

26. Dr. Asi hereby refers to and incorporates herein by this reference the allegations of paragraphs 1 through 25, inclusive, above, as though fully set forth herein.

27. The HFPA's written Bylaws are a contract among the HFPA's members pursuant to which the individual members assume certain obligations to perform services for the HFPA's benefit and their collective benefit and engage in certain activities intended to lend credibility to the HFPA's Golden Globes selections, also for the HFPA's benefit and their collective benefit. In turn, the successful performance of the individual members' obligations to the HFPA and the

1 HFPA's membership as a whole confers substantial economic and other benefits on the HFPA's
2 individual members. HFPA members go through an application process, are required to adhere
3 to Bylaws and other rules, pay dues, attend meetings, and engage in HFPA activities in exchange
4 for membership with the HFPA.

5 28. Dr. Asi fully and completely performed his duties and obligations under the
6 HFPA's Bylaws.

7 29. Defendants, and each of them, owed duties and obligations to Dr. Asi under the
8 Bylaws.

9 30. Defendants breached their obligations to Dr. Asi by summarily, unfairly and
10 unlawfully doing, inter alia, as follows.

- 11 a. Allowing racial epithets and other racial slurs towards Dr. Asi without investigating
12 them. Refusing to investigate stale complaints or to even acknowledge that the
13 behavior occurred, thus, condoning it.
- 14 b. Failing to investigate instances of sexual harassment as detailed within this
15 Complaint.
- 16 c. Attempting to bully Dr. Asi into not being candid with the press and to not write
17 certain articles or to be interviewed on certain subjects
- 18 d. Creating a hostile work environment in which certain members are publicly shamed
19 and personally attacked for voicing their concerns in violation of HFPA's bylaws and
20 Code of Conduct.
- 21 e. Failing to compensate Dr. Asi for his work on the website and creating a situation in
22 which he was constructively terminated from his work with the Golden Globes
23 website
- 24 f. Engaging in self-dealing for the benefit of some individuals and to the detriment of
25 other HFPA members and HFPA as a whole.
- 26 g. Placing him on probation based on an article and unreasonably delaying the
27 investigation and adding on subjects to the investigation thereby depriving him of the
28 benefits he received as a member of the HFPA as well as the resulting other

consequences which were reasonably known or should have been known by HFPA.

- h. Engaging in the conduct described within paragraphs 10 through 24 of this Complaint each of which are incorporated herein by this reference.

As a direct, legal, and proximate result of defendants' conduct and material breach of their contractual obligations, Dr. Asi has suffered damages in an amount to be determined at trial, plus statutory interest, and other foreseeable and incidental damages according to proof at trial.

Dr. Asi further seeks a preliminary and permanent injunctive relief against Defendants prohibiting them from denying him the benefits of membership in the HFPA.

SECOND CAUSE OF ACTION

Breach of Implied Covenant of Good Faith and Fair Dealing

Against Defendants HFPA, GOECKNER, AND LEE AND Does 1-100, inclusive

31. Dr. Asi refers to and incorporates herein by this reference all of the allegations set forth in paragraphs 1 through 30, inclusive, above, as though fully set forth herein.

32. A covenant of good faith and fair dealing is implied in every contract, including the HFPA's Bylaws, agreed to and approved by its members, which includes the ratification of the Grievance procedures and Code of Conduct.

33. Implied in the HFPA's Bylaws is a covenant of good faith and fair dealing pursuant to which individual members of the HFPA may reasonably expect to receive the rights, privileges and protections of membership in the HFPA.

34. Defendants, HFPA, Goeckner, and Lee have materially breached the implied covenant of good faith and fair dealing by, inter alia.

- i. Allowing racial epithets and other racial slurs towards Dr. Asi without investigating them. Refusing to investigate stale complaints or to even acknowledge that the behavior occurred, thus, condoning it.

- 1 ii. Attempting to coerce Dr. Asi into remaining silent as to news articles and in
2 news interviews for the benefit of HFPA and each of the Defendants while
3 simultaneously undermining Dr. Asi's work as a journalist.
- 4 iii. Failing to allow journalists within HFPA, including Dr. Asi, to speak candidly
5 about newsworthy topics without fear of retaliation or other retribution.
- 6 iv. Failing to investigate instances of sexual harassment experienced by Dr. Asi as
7 detailed within this Complaint.
- 8 v. Attempting to bully Dr. Asi into not being candid with the press and to not
9 write certain articles or to be interviewed on certain subjects or to make
10 statements that Dr. Asi did not agree with to further the interests of HFPA
- 11 vi. Creating a hostile work environment in which certain members are publicly
12 shamed and personally attacked for voicing their concerns in violation of
13 HFPA's bylaws and Code of Conduct.
- 14 vii. Putting Dr. Asi in a situation in which he was essentially forced to resign or
15 constructively terminated from his position with the Golden Globes website.
- 16 viii. Failing to compensate Dr. Asi for his work on the website.
- 17 ix. Engaging in self-dealing and back door dealing for the benefit of some
18 individuals and to the detriment of other HFPA members and HFPA as a
19 whole.
- 20 x. Placing him on probation based on an article and delaying the investigation
21 thereby depriving him of the benefits he received as a member of the HFPA,
22 his professional reputation, his right to proceed with his career as a journalist,
23 and his right to earn a living.
- 24 xi. Engaging in the conduct described within paragraphs 10 through 24 of this
25 Complaint each of which are incorporated herein by this reference.

26 35. As a direct, legal, and proximate result of defendants' conduct and material
27 breaches of the covenant of good faith and fair dealing, Dr. Asi has suffered damages in an
28 amount to be determined according to proof at trial, plus statutory interest, and other foreseeable

1 and incidental damages according to proof at trial.

2 36. Dr. Asi further seeks preliminary and permanent injunctive relief against
3 Defendants prohibiting them from denying him the benefits of membership in the HFPA.

4
5 **THIRD CAUSE OF ACTION**

6 **Tortious Breach of the Implied Covenant of Good Faith and Fair Dealing**

7 **Against All Defendants and Does 1-100, inclusive**

8 37. Dr. Asi refers to and incorporates herein by this reference all of the allegations set
9 forth in paragraphs 1 through 36, inclusive, of this complaint as though fully set forth herein.

10 38. In committing the acts and omissions alleged above and by arbitrarily enforcing
11 HFPA's bylaws and retaliating against Dr. Asi by, inter alia, placing him on probation, ridiculing
12 him, shaming him, denying him access to information to perform his duties with respect to the
13 Golden Globes website, defendants Goeckner, Lee, and HFPA acted with full knowledge or
14 reckless disregard of Dr. Asi's rights.

15 39. Defendants' conduct was undertaken with a conscious disregard for Dr. Asi's
16 rights and constitutes despicable conduct engaged in with oppression, fraud or malice, thereby
17 entitling Dr. Asi to recover punitive damages in an amount appropriate to punish defendants and
18 deter similar conduct by others.

19 40. Dr. Asi further seeks preliminary and permanent injunctive relief against
20 Defendants prohibiting them from denying him the benefits of membership in the HFPA.

21
22 **FOURTH CAUSE OF ACTION**

23 **Tortious Interference With Contract Against All Defendants and Does 1 through 100,**

24 **inclusive**

25 41. Plaintiff refers to and incorporates herein by this reference all of the allegations
26 set forth in paragraphs 1 through 40, inclusive, as though fully set forth herein.

27 42. Dr. Asi, as a member of HFPA and in performing work on the Golden Globes
28 website on behalf of HFPA, was involved in contractual relations with HFPA.

1 43. During the course of his membership with HFPA, it was well known and
2 established that Dr. Asi was and is the producer and presenter of BBC Cinematic TV show at
3 BBC Arabic and that he also wrote and writes a weekly column at the Pan Arab newspaper Al-
4 Quds Al-Arabi. HFPA, Goeckner, and Lee has knowledge of Plaintiff's contracts with the BBC
5 and with Al-Quds Al-Arabi. HFPA, Goeckner and Lee had knowledge of Plaintiff's contract to
6 conduct work for HFPA on its website.

7 44. On information and belief, HFPA, Goeckner, and Lee and Does 1 through 100,
8 inclusive, and each of them, acted intentionally to induce a breach or disruption in the
9 contractual relations between Asi and the BBC and with Al-Quds Al-Arabi and his work with
10 HFPA's website, and thereby to pressure Asi into resigning his position and work with the
11 Golden Globes website and to silence his concerns about HFPA, Goeckner, and Lee as well as
12 attempt to coerce Asi into redefining his journalistic style and the content of his articles and
13 presentations in a manner that would benefit HFPA, Goeckner, and Lee. In addition, these
14 efforts were made by HFPA, Goeckner, and Lee to silence Asi from his complaints as to the
15 issues pertaining to racism, harassment, hostile work environment, and self-dealing and back
16 door dealing which Asi claimed were pervasive within HFPA and worsened by Goeckner's and
17 Lee's conduct.

18 45. The actions of HFPA, Goeckner, and Lee have put Asi in the untenable position
19 of backing off or not being as vocal about his concerns about HFPA, Goeckner, and Lee
20 described in paragraphs 10 through 24, above, in this complaint and incorporated herein by this
21 reference, or essentially become unemployed for an indefinite period of time. The actions of
22 HFPA, Goeckner and Lee were made with full knowledge or what would happen or would likely
23 happen to Asi, his employment and his position in the community if they took such actions,
24 including the release of a press release as detailed above.

25 46. If not for HFPA's, Goeckner's, and Lee's intentional interference, the contractual
26 relationships between Asi and the BBC and Asi and Al-Quds Al-Arabi, Asi's work with the BBC
27 and Al-Quds Al-Arabi, and between Asi's work with the HFPA website, would not have been
28 disrupted, he would not have suffered a loss of income, reputation and would not have suffered

1 incalculable damage to his career and reputation.

2 47. The aforementioned acts of HFPA, Goeckner, and Lee constitute several acts of
3 tortious interference with contractual relations. As a direct, legal and proximate result of
4 HFPA's, Goeckner's, and Lee's actions Asi has been irreparably, materially, and substantially
5 harmed in an amount to be proven according to proof at trial.

6
7 **FIFTH CAUSE OF ACTION**

8 **Intentional Interference with Prospective Economic Relations Against all Defendants and**
9 **Does 1 through 100, inclusive**

10 48. Plaintiff refers to and incorporates herein by this reference all of the allegations
11 set forth in paragraphs 1 through 47, inclusive, as though fully set forth herein.

12 49. Defendants, HFPA, Goeckner, and Lee had knowledge of Asi's contractual and
13 economic relationships with the BBC and Al-Quds Al-Arabi and with HFPA in relation to its
14 website and the resulting economic relations arising out of such relationships.

15 50. After the aforementioned actions detailed in paragraphs 10 through 24 of this
16 Complaint each of which are incorporated herein by this reference and by placing Asi on
17 probation and attempting to silence him as to his work as a journalist, each of the Defendants
18 substantially interfered with the Plaintiff's work, his reputation, and his current contractual
19 relations and any additional work. Because these actions were pervasive and continuing, Asi
20 was placed in a position of having to choose between being vocal about his concerns about
21 HFPA, Goeckner, and Lee and maintaining his livelihood or putting his career at risk by staying
22 silent. Asi was also forced to resign his position of working on the Golden Globes website in
23 January of 2022.

24 51. If not for HFPA's, Goeckner's, and Lee's intentional interference, Asi would have
25 continued his work with the Golden Globes' website, continued his work without interruption
26 with the BBC and with Al-Quds Al-Arabi. The actions of HFPA, Goeckner, and Lee and each of
27 them were at substantial factor in causing harm to Asi.

28 The aforementioned acts of HFPA, Goeckner, and Lee and Does 1 through 100,

1 inclusive, constitute a tortious interference with prospective economic advantage and relations.

2 52. As a direct, proximate, and legal cause of HFPA, Goeckner and Lee, Asi has been
3 irreparably, materially and substantially harmed by Defendants and Does 1 through 100,
4 inclusive, and each of them, in an amount to be proven at trial.

6 **SIXTH CAUSE OF ACTION**

7 **Violation of California Business & Professions Code §§17200, et. seq. against all** 8 **Defendants and Does 1 through 100, inclusive**

9 53. Plaintiff refers to and incorporates herein by this reference all of the allegations
10 set forth in paragraphs 1 through 52, inclusive, as though fully set forth herein.

11 54. The conduct of HFPA, Goeckner, Lee and Does 1 through 100, inclusive, each of
12 them described above and in paragraphs 10 through 24 of this Complaint incorporated herein by
13 this reference, as well as the additional causes of action within this Complaint constitute
14 unlawful, unfair, and/or coercive and illegal business practices in violation of California
15 Business and Professions Code Section 1700, et. seq., including, inter alia, retaliatory conduct,
16 racial discrimination and conduct, sexual harassment, failure to investigate, failure to adhere to
17 HFPA's Bylaws and Code of Conduct, self-dealing, lack of accountability, retaliatory conduct,
18 bullying, shaming, ridicule, efforts to prevent candid journalism, and the additional conduct
19 described within this Complaint, and seeking to ruin Asi's reputation and to interfere with
20 contractual relations in an effort to silence Asi. HFPA's, Goeckner's, and Lee's conduct
21 ultimately threatens and harms journalism, the entertainment industry, consumers, the public at
22 large, and the media, and competitors and competition in each of these markets.

23 55. By reason of and as a direct, legal and proximate result of the Defendants and
24 each of their actions, and their unfair, coercive, duplicitous, and unlawful conduct, as described
25 herein and within this Complaint, Asi has suffered and will continue to suffer financial and
26 reputational injury in an amount to be proven at trial. Plaintiff is requesting reasonable legal fees
27 and costs as allowed by law.

28 56. A temporary and permanent injunction against HFPA, Goeckner and Lee to stop

and prevent each of their unfair business practices.

SEVENTH CAUSE OF ACTION

Intentional Infliction of Emotional Distress against all Defendants and Does 1 through 100, inclusive

57. Plaintiff refers to and incorporates herein by this reference all of the allegations set forth in paragraphs 1 through 56, inclusive, as though fully set forth herein.

58. The conduct of HFPA, Goeckner, and Lee and Does 1 through 100, inclusive, and each of them was extreme and outrageous and demonstrated a complete disregard and a reckless disregard for Asi.

59. The conduct described within this Complaint including, inter alia, the allegations set forth in paragraphs 10 through 24 of this Complaint, each of which are incorporated herein by this reference, were made with the intent to cause severe, emotional distress to Plaintiff and/or in conscious disregard of the probability that Asi would suffer severe emotional distress. The conduct of HFPA, Goeckner, and Lee and Does 1 through 100, inclusive, and each of them, was so extreme as to go beyond the bounds of common decency and should be regarded as cruel, malicious and intolerable in a civilized society.

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

61. In doing the wrongful and intentional acts described and as herein alleged, Defendants and Does 1 through 100, inclusive, and each of them acted with oppression, fraud, malice, and with a conscious disregard and willful disregard for the health, well-being, safety and general rights of the Plaintiff. Such action was done with malice, oppression and/or fraud

1 and was and is despicable, shocking and offensive and entitles Plaintiff to an award of punitive
2 damages against Defendants and each of them and Does 1 through 100, inclusive, in an amount
3 to be determined at trial.

4 5 **EIGHTH CAUSE OF ACTION**

6 **Negligent Infliction of Emotional Distress Against All Defendants and** 7 **Does 1 through 100, inclusive**

8 62. Plaintiff refers to and incorporates herein by this reference all of the allegations
9 set forth in paragraphs 1 through 61 as though fully set forth herein.

10 63. In carrying out, overlooking and condoning the above referenced conduct, with
11 particular attention to paragraphs 10 through 24 of this Complaint, Defendants and Does 1
12 through 100, inclusive, were negligent in that they breached their duties to provide a workplace
13 and an organization with a membership free of harassment, retaliation and discriminatory
14 conduct. Defendants and Does 1 through 100, inclusive were aware of the conduct because it
15 was witnessed by HFPA members, made public by specific conduct or emails, and Dr. Asi
16 complained specifically. As to those incidents which were not formally complained about by Dr.
17 Asi, this would have been fruitless as Dr. Asi because of each Defendants' conduct, their failure
18 to investigate other claims, and failure to adhere to their owner Bylaws and procedures as well as
19 statements made by each of them or on behalf of each of them as detailed within this Complaint.
20 The conduct of HFPA, Goeckner, Lee and other HFPA members exceeded the inherent risks of
21 employment, work with, and what a member of an organization can reasonably expect and was
22 not the sort of conduct a reasonable person could cope with or expect in a workplace, for an
23 entity an individual works with, or from an organization of which a reasonable person is a
24 member.

25 64. Defendants and Does 1 through 100, inclusive, either knew or reasonably should
26 have known that the unlawful, discriminatory, harassing, hostile and retaliatory conduct would
27 cause Plaintiff extreme and serious emotional distress.

28 65. As a proximate, direct, and legal result of Defendants' and Does 1 through 100,

1 inclusive's conduct and each of them, Plaintiff has been harmed in that he suffered and continues
2 to suffer shock, surprise, trauma, grief, mental anguish, worry, embarrassment, shame, loss of
3 income, loss of and damage to his reputation, loss of business opportunities, indignation, all in a
4 sum according to proof.

6 **NINTH CAUSE OF ACTION**

7 **Violation of the Common Law Right of Fair Procedure**

8 **Against Defendant HFPA and Does 1 through 100, inclusive.**

9 66. Plaintiff refers to and incorporates herein by this reference all of the allegations
10 set forth in paragraphs 1 through 65, inclusive, as though fully set forth herein.

11 67. California has long recognized a common law right of fair procedure that attaches
12 to organizations that have the power to affect a person's ability to practice a lawful trade or
13 profession. Although that right protects persons applying for membership in an organization,
14 California courts have applied that right more forcefully to protect members from suspension or
15 probation from such an organization.

16 68. California courts have also long recognized that the suspension or probation of
17 members from, as well as the denial of membership in, private organizations and professional
18 societies may adversely affect an individual's ability to pursue a particular profession or calling.

19 69. Such is the case here. Membership in the HFPA brings with it access to events at
20 which all important players in the motion picture and television industries are present, including,
21 importantly, those with new releases to discuss. Membership in the HFPA also brings with it
22 special access to those persons at those events. Moreover, membership in the HFPA allows
23 members to defray the cost of attending the press junkets vital to their work. Dr. Asi is now
24 being adversely affected in his ability to practice his profession by virtue of his probation from
25 the HFPA without even a semblance of fair procedure and in violation of the protections
26 guaranteed to him under the HFPA's Bylaws in effect at the time of the event that purportedly
27 justified his probation.

28 70. Accordingly, Dr. Asi seeks preliminary and permanent injunctive relief against

1 defendants prohibiting them from denying him the benefits of membership in the HFPA based on
2 unsubstantiated claims, each Defendant's failure to abide by its own Bylaws and Code of
3 Conduct, and a disproportionately slow investigation in violation of Plaintiff's rights and in an
4 effort to silence Plaintiff as described within this Complaint.

5 71. Dr. Asi additionally seeks damages against defendants and Does 1 through 100,
6 inclusive, and each of them jointly and severally according to proof at trial, together with his
7 costs and reasonable attorneys' fees.

8 9 **TENTH CAUSE OF ACTION**

10 **Constructive Discharge in Violation of Public Policy**

11 **Against Defendants HFPA and Goeckner and Does 1 through 100, inclusive**

12 72. Plaintiff refers to and incorporates herein by this reference all of the allegations
13 set forth in paragraphs 1 through 71 of this Complaint and each of them as though fully set forth
14 herein.

15 73. California law is clear that employees, independent contractors and members of
16 organizations have certain fundamental and basic protections, including, inter alia, the right to a
17 workplace or work environment free from retaliation, racial discrimination, sexual harassment,
18 bullying and other hostile behaviors. California law is also clear that companies and
19 organizations have a duty to investigate complaints or information pertaining to sexual
20 harassment, hostile work environment, racial discrimination, retaliation and self-dealing.

21 74. The HFPA and Goeckner and each of them acted in violation of public policy
22 when HFPA, Goeckner, and Does 1 through 100, inclusive, and each of them engaged in
23 retaliatory, harassing, bullying, misuse of the press, violated their own Bylaws and Code of
24 Conduct, and failed to provide information to Plaintiff so that he could perform his work on the
25 Golden Globes website. The adverse treatment that Plaintiff received was, in part, due to his
26 protected status (i.e., race, national origin, and/or good faith complaints). These actions were in
27 violation of FEHA, the California Constitution, the California Labor Code and current case law..

28 75. Plaintiff had no real choice but to resign his position with the Golden Globes

1 website.

2 76. As a proximate, direct, and legal results of the constructive termination of
3 Plaintiff's employment and/or work with HFPa in violation of fundamental public policies,
4 Plaintiff has suffered and continues to suffer humiliation, emotional distress, and mental and
5 physical anguish as well as damage to his career, reputation and livelihood in other areas of his
6 life, all to his damage in a sum according to proof.

7 77. As a result of the Defendants HFPa, Goeckner and Does 1 through 100,
8 inclusive, and each of them, Plaintiff has suffered general and special damages in amounts
9 according to proof at trial.

10 78. Defendants HFPa, Goeckner and Does 1 through 100, inclusive, constructive
11 termination of the Plaintiff's work as an independent contractor with HFPa was done
12 intentionally, in a malicious, fraudulent, oppressive, and with wanton disregard for the Plaintiff's
13 rights which justifies an award of punitive damages to the Plaintiff.

14
15 **ELEVENTH CAUSE OF ACTION**
16 **SEXUAL HARASSMENT IN VIOLATION OF PUBLIC POLICY (GOVERNMENT**
17 **CODE SECTIONS 12955(a) , (d) against Defendant HFPa and Does 1 through 100,**
18 **inclusive**

19 79. Plaintiff refers to and incorporates herein by this reference all of the allegations
20 set forth in paragraphs 1 through 78 as though fully set forth herein.

21 80. At all times herein mentioned, FEHA, Government Code Sections 12955 (a) and
22 (d) was in full force and effect and legally binding upon the Defendants and each of them.
23 Within the time period provided, Plaintiff filed a complaint with the DFEH timely and received a
24 right to sue letter which is attached hereto as Exhibit '1' to this Complaint and incorporated
25 herein by this reference.

26 81. As set forth within this Complaint, with particular attention to paragraphs 10
27 through 24, each of which are incorporated herein by this reference, during Plaintiff's
28 independent contractor work with HFPa and during the course of his membership with HFPa,

1 Plaintiff was subjected to unwanted and unconsented to sexual advances, sexually inappropriate
2 behavior and sexual solicitation as well as unwanted and unconsented to physical touching.
3 These incidents were not investigated and no corrective or other actions were taken to protect the
4 Plaintiff.

5 82. As a proximate, legal and direct result of Defendant's willing, knowing, and
6 intentional sexual harassment of the Plaintiff and failure to investigate clear evidence of sexual
7 misconduct, the Defendants and each of them created a hostile work environment, Plaintiff has
8 sustained damages, and continues to sustain damages including loss of earnings, damage to
9 reputation, loss of business opportunities, and other damages according to proof and continues to
10 suffer such damages in an amount according to proof.

11 83. As a proximate, legal and direct result of the Defendant's actions and each of
12 them, Plaintiff has and continues to suffer mental anguish, trauma, humiliation, distress, and pain
13 in an amount according to proof at trial.

14 84. Defendants' conduct created a hostile work environment, including one that did
15 not deter or prevent sexual harassment, which was intentional, wanton, oppressive, willful and
16 malicious so as to justify an award of punitive damages to the Plaintiff.

17 85. Plaintiff has incurred and continues to incur legal fees and costs. Plaintiff is
18 presently unaware of the precise amounts of these legal fees and costs and will seek leave of
19 Court to amend this complaint when those amounts are ascertained.

20 21 **TWELFTH CAUSE OF ACTION**

22 **Violation of FEHA (Government Code Section 12900, et. seq. (Race Harassment and**
23 **Discrimination) against Defendants HFPA and Goeckner and Does 1 through 100, inclusive**

24 86. Plaintiff refers to and incorporates herein by this reference all of the allegations
25 set forth in paragraphs 1 through 85 as though fully set forth herein.

26 87. At all times herein mentioned, FEHA, Government Code Sections 12900, et. seq.
27 was in full force and effect and legally binding upon the Defendants and each of them.
28 Defendants and each of them committed unlawful employment practices, discriminatory and

retaliatory conduct, including by the following bases for liability:

- a. Allowing racial epithets and personal attacks on Plaintiff based upon his race and national origin. Failing to investigate claims and allegations of attacks on Plaintiff based upon his race and national origin.
- b. Harassing Plaintiff and/or creating a hostile work environment, in whole or in part based on Plaintiff's race and national origin in violation of Government Code Section 12940(j);
- c. Failing to take reasonable steps to prevent harassment or a hostile work environment and retaliation based on the Plaintiff's race and national origin, in whole or in part, in violation of the Government Code Section 12940(k).
- d. Summarily dismissing Dr. Asi's concerns about conduct within HFPA and making comments about his race and national origin.
- e. As a proximate, legal and direct result of the Defendant's willful, knowing, and intentional harassment of Plaintiff, Plaintiff has sustained and continues to sustain substantial losses of earnings, damage to his reputation, shame, trauma, humiliation and mental anguish.

88. As set forth within this Complaint, with particular attention to paragraphs 10 through 24, each of which are incorporated herein by this reference, during Plaintiff's independent contractor work with HFPA and during the course of his membership with HFPA, Plaintiff was subjected to unwanted and unconsented to racial slurs, comments upon his race and national origin, jokes about his national origin and race, including, inter alia, that he was a 'terrorist; and an 'angry Arab', and was summarily dismissed without an investigation when Plaintiff complained. These incidents were not investigated and no corrective or other actions were taken to protect the Plaintiff.

89. As a proximate, legal and direct result of Defendant's willing, knowing, and intentional racial harassment and discrimination of the Plaintiff and failure to investigate clear evidence of racial discrimination and harassment, the Defendants and each of them created a hostile work environment, both in the context of Plaintiff's work with HFPA as to the website

1 and in the context of his membership with HFPA, Plaintiff has sustained damages, and continues
2 to sustain damages including loss of earnings, damage to reputation, and other damages
3 according to proof and continues to suffer such damages in an amount according to proof.

4 90. As a proximate, legal and direct result of the Defendant's actions and each of
5 them, Plaintiff has and continues to suffer mental anguish, humiliation, distress, and pain in an
6 amount according to proof at trial.

7 91. Defendants' conduct created a hostile work environment, including one that did
8 not deter or prevent sexual harassment, which was intentional, wanton, oppressive, willful and
9 malicious so as to justify an award of punitive damages to the Plaintiff.

10 92. Plaintiff has incurred and continues to incur legal fees and costs, including expert
11 witness fees. Plaintiff is presently unaware of the precise amounts of these legal fees and costs
12 and will seek leave of Court to amend this complaint when those amounts are ascertained.

13 14 **THIRTEENTH CAUSE OF ACTION**

15 **Violation of FEHA (Government Code Section 12940(k)) (Failure to Prevent**

16 **Discrimination, Harassment and Retaliation)**

17 **Against HFPA and Does 1 through 100, inclusive**

18 93. Plaintiff refers to and incorporates herein by this reference all of the allegations
19 set forth in paragraphs 1 through 92 of this Complaint as though fully set forth herein.

20 94. At all times herein mentioned, FEHA, Government Code Section 12940(k),
21 relevant case law, were in full force and effect and was binding on Defendants.

22 95. During the course of Plaintiff's work with HFPA, HFPA failed to prevent its
23 members, employees and HFPA personnel from engaging in intentional acts that resulted in
24 Plaintiff being treated less favorably because of Plaintiff's protected status (i.e., his race and
25 national origin). These instances transpired during the course of Asi's work with the Golden
26 Globes website and in the context of his membership with HFPA and are detailed, inter alia, in
27 paragraphs 10 through 24 of this Complaint each of which are referred to and incorporated
28 herein by this reference. During the course of Plaintiff's work with and membership in the

1 HFPA, HFPA and Does 1 through 100, inclusive, failed to prevent, take corrective measures or
2 to investigate a pattern and practice within HFPA and its employees of intentional
3 discrimination, negligent discrimination and related torts, and harassment based on race and
4 national origin and other protected statuses or protected activities.

5 96. Plaintiff believes and on that basis alleges that his race and national origin and/or
6 other protected statuses and protected activities were substantial motivating factors in the
7 Defendant's employment discrimination and discrimination and harassment towards Plaintiff and
8 of him during the course of his membership with HFPA.

9 97. As a proximate, legal and direct result of Defendant's knowing and willing and
10 intentional misconduct, including failure to investigate or to take corrective measures, Plaintiff
11 has sustained and continues to sustain economic losses, damage to his reputation and loss of his
12 livelihood all to Plaintiff's damage in a sum according to proof.

13 98. As a proximate, legal and direct result of Defendant's knowing, willful and
14 intentional misconduct, including failure to investigate or to take corrective measures, Plaintiff
15 has suffered and continues to suffer mental anguish, pain, trauma, shame and humiliation all to
16 Plaintiff's damage in a sum according to proof.

17 99. Plaintiff has incurred and continues to incur legal fees and costs. Pursuant to
18 Government Code Section 12965(b), Plaintiff is entitled to recover reasonable attorney's fees
19 and costs, including expert witness fees, in an amount according to proof.

20 100. Defendant's conduct was committed intentionally, with reckless disregard, with
21 negligence, with malice, despicable, oppressive and a fraudulent manner entitling Plaintiff to
22 punitive damages against Defendants HFPA and Does 1 through 100, inclusive.

23 24 **FOURTEENTH CAUSE OF ACTION**

25 **Violation of FEHA (Government Code Section 12900, et. seq.) (Retaliation For Engaging In**
26 **Protected Activity) Against Defendants HFPA, Goeckner and Does 1 through 100, inclusive**

27 101. Plaintiff refers to and incorporates herein by this reference all of the allegations
28 set forth in paragraphs 1 through 100 of this complaint as though fully set forth herein.

1 102. Plaintiff's complaints about self-dealing, racial harassment and discrimination,
2 sexual harassment, as well as other characteristics protected by FEHA, Government Code
3 Section 12900, et. seq., were motivating factors in Defendant's forced and constructive
4 termination of the Plaintiff, of their decision to place him on probation, of their shaming and
5 public ridicule of Plaintiff in a very public way, and representative of their attitude towards
6 complaints of racial discrimination, harassment and their failure to investigate or to take
7 corrective measures.

8 103. As set forth within this Complaint, including, inter alia, paragraphs 10 through 24,
9 Plaintiff was very vocal about his concerns about HFPA, made claims of racial discrimination
10 and sexual harassment which were ignored, pushed to put an end to self-dealing, and made clear
11 his concerns about self-dealing within HFPA as well as the amount of money being spent on a
12 website that was not improving. In an effort to silence Plaintiff, Defendants retaliated against
13 Plaintiff by, inter alia, using forms of sexual harassment, racial discrimination and harassment in
14 an attempt to coerce, manipulate and silence the Plaintiff to go along with their agenda. When
15 Plaintiff refused, Defendant's retaliation, harassment and other conduct worsened and resulted in
16 HFPA taking adverse actions against Plaintiff including probation and causing a constructive
17 termination of his work with HFPA's website, in major part because he complained of sexual
18 harassment, racial discrimination and racial harassment.

19 104. Plaintiff's actual or perceived race, national origin and/or protected activities
20 and/or other characteristics protected by FEHA, Government Code Section 12900, et. seq., were
21 motivating factors in Defendant's push to place Plaintiff on probation, Plaintiff's constructive
22 termination, the hostile work environment and retaliatory conduct described herein, and to take
23 other adverse action against Plaintiff both in the context of his work with the HFPA website and
24 as a member of HFPA.

25 105. Defendants' conduct as alleged, violates FEHA and Government Code Section
26 12900, et. seq. and related code sections by, inter alia.

- 27 a. Constructive termination from his position with the HFPA Golden Globe website.
28 b. Retaliation for voicing concern over racial discrimination and harassment within

1 HFPA.

2 c. For expressing concern as to self-dealing within HFPA.

3 d. For doing his job as a journalist rather than complying with HFPA's demands.

4 e. Harassing Plaintiff and creating a hostile work environment in violation of FEHA and
5 the Government Code as well as the applicable laws.

6 f. Failing to investigate complaints or other instances of sexual harassment, racial
7 harassment and racial discrimination.

8 g. Failing to take corrective measures as to instances of sexual harassment, racial
9 harassment and racial discrimination.

10 h. Retaliating against Plaintiff for exercising his right to free speech, for voicing his
11 concerns over HFPA, and for exercising his rights guaranteed under FEHA, including
12 the right to be free of discrimination in violation of Government Code Section
13 12940(h).

14 106. As a proximate, legal and direct result of Defendant's knowing and willing and
15 intentional misconduct, including failure to investigate or to take corrective measures, Plaintiff
16 has sustained and continues to sustain economic losses, damage to his reputation and loss of his
17 livelihood all to Plaintiff's damage in a sum according to proof.

18 107. As a proximate, legal and direct result of Defendant's knowing, willful and
19 intentional misconduct, including failure to investigate or to take corrective measures, Plaintiff
20 has suffered and continues to suffer mental anguish, pain, trauma, shame and humiliation all to
21 Plaintiff's damage in a sum according to proof.

22 108. Plaintiff has incurred and continues to incur legal fees and costs. Pursuant to
23 Government Code Section 12940(b), Plaintiff is entitled to recover reasonable attorney's fees
24 and costs, including expert witness fees, in an amount according to proof.

25 109. Defendant's conduct was committed intentionally, with reckless disregard, with
26 negligence, with malice, despicable, oppressive and a fraudulent manner entitling Plaintiff to
27 punitive damages against Defendants HFPA and Does 1 through 100, inclusive.

28 ///

1 **PRAYER FOR RELIEF**

2 **WHEREFORE**, Plaintiff Husam Asi prays for relief as follows against each Defendant
3 and Does 1 through 100, inclusive and each of them:

4 1. For compensatory damages, plus statutory interest and other foreseeable and
5 incidental damages according to proof at trial;

6 2. For preliminary and permanent injunctive relief (i) prohibiting the HFPA and its
7 members from denying Dr. Asi the benefits of membership in the HFPA and to reinstate his
8 membership in the HFPA; and (ii) from denying Dr. Asi the benefits of membership in the
9 HFPA for any other reason without first affording him fair procedure; (iii) for a retraction of the
10 press release submitted by Lee and HFPA.

11 3. For an award of punitive and exemplary damages in an amount sufficient to deter
12 and prevent future similar conduct

13 4. For special damages according to proof.

14 5. For compensatory damages according to proof.

15 6. For incidental and consequential damages according to proof.

16 7. For an award of reasonable attorneys' fees and costs according to proof.

17 8. For prejudgment interest according to proof.

18 9. For post judgment interest according to proof.

19 10. For costs of suit according to proof.

20 11. Any equitable relief allowed by law and as the Court deems just and proper.

21 12. For such other and further relief as the Court deems proper and just.
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Date: May 11, 2022

- DocuSigned by:

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

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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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

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.

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- (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 3

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 4

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): Sam Asi
Date: July 2nd, 2021

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.

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EXHIBIT 5

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, a “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