

Momma mia's violations of employment law



**ASSIGN
BUSTER**

“ Momma Mia's” violations of employment law, the law in general and Jill's rights. Jill has numerous approaches to secure not only her employment but also material and psychological damages. First, there is the escort service aspect. It is tempting to say that Jill needs to prove that this was not in the original job description. Doing so would require finding either the employment contract or an advertisement for the job in the newspaper or in a classifieds and indicating that that element was not in the job description. When she did so, she'd have proven that Momma Mia was in breach of contract. Momma Mia had no right to terminate her for her refusal to do something that was not part of the job description she had agreed upon, and would owe her wages for a reasonable employment period if not actually offering her the original job without the escort requirement. A fair remuneration for this element of proof would be \$450, 000. 00, the original value of her contract. But remember that being fired has other costs: She will have to be seeking out work, and “ Momma Mia” may have harmed her reputation when they fired her even after she is vindicated in court. Jill should ask for \$1, 000, 000 for these elements as well as for punitive damages. But, in fact, Jill does not need to prove this, though it is an easy case to prove and she should do so anyways in order to establish evidence of fraud and dishonesty. Even if the company had told her that an escort element was part of the job, that would be prostitution which is illegal. No contract can require any participant to do something illegal, and depending on the degree to which the contract is built around this requirement, the element may be severed out or the entire contract may be null and void. In this case, the company could not ever require her to do something illegal. Doing so means they face both civil and criminal proceedings. This

drastically enhances the harms against them. Jill can prove that she is a religious person whose religion denies such behavior as sinful easily by showing records of her membership at church and/or calling upon friends to testify. Doing so would amplify the emotional trauma. In fact, in a sense, Momma Mia was asking an unwilling person to offer herself up for sex, which is tantamount to rape and sexual slavery! Both of these are extremely psychologically harmful. Jill should ask for \$5 million from this element. Finally, the company behaved in illegal employment discrimination during the hiring process and are vulnerable to civil and criminal proceedings there as well. They asked the sexual orientation and preferences of the applicants, which violates laws protecting sexual orientation. They looked at the names and addresses to determine where clients came from, which is race and class discrimination and therefore facially violates the 1964 Civil Rights Act and other amendments. They engaged in age discrimination, and they overstepped their bounds in terms of monitoring their employees' out-of-office behavior in a way not directly relevant to legitimate job functions (e. g. a secrecy contract). All of these elements are separate violations and inflicted psychological harm upon the applicants, all of whom are entitled to compensation. Jill thus has a reasonable case for \$10, 000, 000. In arbitration, I would have her settle for \$4, 000, 000.