

NY1/Charter's discriminatory conduct towards older women is simply unacceptable and must stop now.

2. Ms. Perez and Ms. Greenstein started at NY1 in 2015 and 2013, respectively. Ms. Perez was a part-time *Local Edition* (a segment on NY1 that highlighted local stories and was only shown in those local areas) anchor and Ms. Greenstein was a part-time traffic reporter.³ Both excelled in their work throughout their tenures. However, everything changed after Charter acquired NY1 during its merger with Time Warner Cable on May 18, 2016 and the supposed "restructuring" that occurred thereafter.

3. Ms. Perez disclosed that she was pregnant in May 2017. Ms. Perez was supervised by NY1's new Assistant News Director, Melissa Rabinovich. When Ms. Rabinovich discovered that Ms. Perez was pregnant, she immediately cut Ms. Perez's *Local Edition* anchoring opportunities and refused to give her additional opportunities to become a more visible presence on-air – for instance, being part of a business reporting show – which she had previously been promised. Ms. Rabinovich also pestered Ms. Perez regarding her pregnancy, her changing body, the length of her anticipated maternity leave and whether she expected to have any other work disruptions due to future pregnancies. Ms. Rabinovich even suggested to Ms. Perez that she leave work immediately despite the fact that she was not due until January 2018 and had not expressed any interest in leaving her job. Later in 2017, the *Local Edition* segment was revamped and renamed as *Around The Boroughs* ("ATB"). However, Ms. Perez was excluded from the training for this new segment. Ms. Perez complained that this was due to her pregnancy, but nothing was done to remedy or even review her complaints. Despite repeatedly saying she wanted to continue working, Ms. Perez was not given the opportunity to anchor *ATB*

³ Part-time anchors/reporters were also referred to as "freelancers," although they were treated as employees and paid wages on an IRS Form W2.

and was fired in October 2017, while in her third trimester; she was 43 at the time. As alleged in the Torre Complaint, *ATB* ended up being staffed entirely by younger women and men.

4. For her part, Ms. Greenstein gave birth to her daughter in March 2017. NY1/Charter pressured Ms. Greenstein to return to work after only five weeks of leave, and she returned to an environment that no longer valued her skills – reporting slots were being given to younger female reporters who did not have children. Thereafter, when a full-time position became available, it was denied to Ms. Greenstein and instead given to a much younger woman who had no children, had been with NY1 for less than one year and had been a beauty pageant winner. Incredibly, Ms. Rabinovich, who was also Ms. Greenstein’s supervisor, told Ms. Greenstein the reason: **“I did not think you could handle the flexibility of hours because you’re a new mom and you have a lot going on . . . you should stay home and enjoy time with your baby.”** That is, Ms. Greenstein did not receive the position because new mothers should stay home. Ms. Greenstein complained in writing about this offensive conduct, but nothing was done whatsoever in response – the allegations were not even denied. Within a few months thereafter, Ms. Greenstein was fired; she was 40 years old.

5. Unfortunately, Ms. Perez and Ms. Greenstein’s cases do not stand alone. Their experiences only further substantiate and corroborate what is already obvious and well-known – that since taking over NY1, Charter has deliberately promoted and favored younger female and male on-air talent and at the same time pushed older women out. That NY1/Charter also disfavored older women who were pregnant and/or had young children only makes this conduct that much more despicable. Clearly, NY1/Charter saw an opportunity during the merger to further rid itself of older women who had this added “baggage.”

6. As described in detail in the Torre Complaint, five award-winning NY1 journalists – Roma Torre, Kristen Shaughnessy, Jeanine Ramirez, Vivian Lee and Amanda Farinacci – who collectively had more than 100 years of experience, have also been systemically sidelined since Charter’s takeover. NY1/Charter’s discriminatory treatment has included losing air-time, losing anchor shifts, not being provided promotional opportunities and not being provided equal pay for equal work. Moreover, each journalist complained internally about this unequal treatment and the result was only further mistreatment and retaliation.

7. Both the Torre action and conduct towards Ms. Perez and Ms. Greenstein in this case are emblematic of a deeply rooted epidemic within TV media that women are viewed as dispensable when they reach a certain age while men can continue to age with a sense of gravitas. This issue has recently been highlighted by The Association of National Advertisers (“ANA”), which spearheaded a movement it refers to as the *#SeeHer* initiative which seeks to “creat[e] a world in which every woman and every girl sees themselves as they really are in advertising and media.” Despite this, it has been “business as usual” for NY1/Charter.

8. Since the Torre action was filed, public support for their cause has been tremendous, including endorsements of their efforts by Mayor Bill De Blasio, New York City Public Advocate Jumaane Williams, Katie Couric, Megyn Kelly, Lin-Manuel Miranda and Maria Shriver. Nonetheless, NY1/Charter has apparently doubled-down on this conduct and only engaged in further retaliation since.

9. Notably, it has been reported that Ms. Torre had anchored live coverage of every ticker-tape parade in Manhattan over the last 20 years, including several New York Yankee World Series parades and the 2015 Women’s World Cup parade. However, after filing their lawsuit, Ms. Torre was denied her request to cover the 2019 World Cup parade, which was on

July 10, 2019. NY1 was issued stern rebukes for this retaliatory conduct by Mayor De Blasio,⁴ Public Advocate Williams⁵ and City Council Members Carlina Rivera and Margaret Chin, Co-Chairs of the New York City Council Women’s Caucus.⁶ Council Member Rivera and Council Member Chin, in particular, stated that:

We, the Co-Chairs of the New York City Council Women’s Caucus, firmly stand behind Roma Torre, Jeanine Ramirez, Kristen Shaughnessy, Vivian Lee and Amanda Farinacci, five incredibly accomplished journalists who have boldly come forward with their experiences of systemic age discrimination at NY1 . . . The station’s decision to retaliate against the lawsuit by taking away Roma’s assignment to cover the celebration only adds insult to injury, and violates the values that these athletes are passionately fighting for. NY1 must do better, and we urge management to address these concerns as the lawsuit moves forward.

10. Clearly, NY1/Charter has attempted to use this as an opportunity to send a message to all of its employees: Bring claims against us and we will retaliate against you. NY1/Charter is intending to deter not only Ms. Torre, Ms. Shaughnessy, Ms. Ramirez, Ms. Lee and Ms. Farinacci from prosecuting their claims, but is also attempting to scare and discourage all employees from asserting their rights under the law. Ms. Perez and Ms. Greenstein are filing this lawsuit to make it clear that they – and all other female employees – will not be frightened into silence by NY1/Charter’s retaliatory conduct.

11. Defendant’s conduct constitutes unlawful discrimination and retaliation in violation of the Family and Medical Leave Act, *29 U.S.C. §§2601 et seq.* (“FMLA”), the New York State Human Rights Law, *N.Y. Executive Law §§ 290 et seq.* (“NYSHRL”) and the New York City Human Rights Law, *N.Y.C. Admin. Code §§ 8-101 et seq.* (“NYCHRL”). Plaintiffs

⁴ <https://twitter.com/NYCMayor/status/1148720669934411776>

⁵ <https://twitter.com/JumaaneWilliams/status/1141521043296833537>

⁶ <https://medium.com/@womenscaucusnyc/co-chairs-of-nyc-council-womens-caucus-stand-with-ny1-anchorwomen-a830e207771d>

seek all available monetary, injunctive and declaratory relief to remedy Defendant's unlawful employment practices.

ADMINISTRATIVE PREREQUISITES

12. Following commencement of this action, a copy of this Complaint will be served both on the New York City Commission on Human Rights and the Office of the Corporation Counsel of the City of New York, thereby satisfying the notice requirements of the New York City Administrative Code.

13. Any and all other prerequisites to the filing of this suit have been met.

JURISDICTION AND VENUE

14. The Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1331, as this action involves federal questions regarding the deprivation of Plaintiffs' rights under the FMLA. The Court has supplemental jurisdiction over Plaintiffs' related claims arising under state and local law pursuant to 28 U.S.C. § 1367(a).

15. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b) because a substantial part of the events or omissions giving rise to this action, including employment practices alleged herein, occurred in this district.

PARTIES

16. Plaintiff Thalia Perez is a former employee of NY1/Charter who worked at its New York City office. She is a resident of the State of New York and at all relevant times met the definition of an "employee" and/or "eligible employee" under all applicable statutes.

17. Plaintiff Michelle Greenstein is a former employee of NY1/Charter who worked at its New York City office. She is a resident of the State of Connecticut and at all relevant times met the definition of an "employee" and/or "eligible employee" under all applicable statutes.

18. Defendant Charter is a publicly traded corporation on the NASDAQ exchange with a principal place of business located in Stamford, Connecticut. Charter also does business under the name “Spectrum” and Charter owns, operates and manages NY1. For all purposes herein, NY1 is treated as an extension of Charter. At all relevant times, Defendant Charter and/or NY1 met the definition of “employer” under all relevant statutes.

FACTUAL ALLEGATIONS

I. Plaintiff Thalia Perez

19. In 2003, Ms. Perez began her reporting career at WRNN-TV in New York. There, Ms. Perez was the Manhattan reporter and focused her reporting on education-related news. Ms. Perez then went on to become a general assignment reporter for the 10 p.m. newscast on PIX 11-TV in New York. In 2006, while Ms. Perez was at PIX 11, she won an Emmy for a Father’s Day piece she had produced called “Home for Father’s Day.”

20. In 2008, Ms. Perez became a breaking news reporter for morning and evening newscasts on Fridays and weekends at WABC-TV. In 2010, Ms. Perez began anchoring at WGGB (an ABC affiliate in Massachusetts) and then in 2011, went on to anchor at News 12 Connecticut (where she was one of three part-time rotating anchors for two years). In 2012, Ms. Perez began reporting for News 12 Long Island and the following year, started reporting at WXTF (the Fox affiliate station in Philadelphia).

21. In January 2015, Ms. Perez began working at NY1 as a part-time *Local Edition* anchor. *Local Edition* was a subset of NY1 in which the reporting highlighted local stories in the outer boroughs only. *Local Edition* was not aired across all NY1, but only in the borough or area

where the particular segment focused. During her time at NY1, Ms. Perez primarily anchored for the Staten Island and Queens *Local Edition* segments.

22. Early in Ms. Perez's tenure at NY1, she attended a reporter training seminar – Ms. Perez had been anchoring in front of a camera for many years and wanted to improve her skills behind the camera as certain reporter positions at NY1 require the reporter to handle the camera. The express purpose of Ms. Perez attending this training was to get Ms. Perez more opportunities and more visibility on NY1, not limited to the narrower reach of the *Local Edition* segments.

23. In August 2015, Ms. Perez gave birth to her first child. She took a four-month long maternity leave and returned to NY1 in the same part-time *Local Edition* anchor capacity. At the time, NY1 was owned and operated by Time Warner.

24. However, Ms. Perez had ambitions that went beyond *Local Edition*, and her skills certainly earned her those opportunities. Like Ms. Greenstein, Ms. Rabinovich was Ms. Perez's supervisor. And, when Ms. Perez returned from maternity leave, she was not offered any reporting opportunities that were previously planned to be in her future.

25. Nonetheless, Ms. Perez continued to excel in her role. Ms. Perez only received constant positive feedback about her work on *Local Edition*.

26. In 2016, Charter acquired Time Warner and took control of NY1.

27. Following that merger, Ms. Perez was discriminated against and mistreated, ultimately leading to her termination, as Charter seemingly pushed for a different on-air "look."

28. Post-merger, Ms. Perez learned that NY1 might be launching a new business segment and she asked Ms. Rabinovich whether she could be included in those plans. Ms. Rabinovich agreed that Ms. Perez would be a very good fit for this role, but Ms. Rabinovich never followed up or provided Ms. Perez with any firm information or opportunity.

29. In April 2017, Ms. Perez discovered that she was pregnant again. She was 43 at the time. In early May 2017, Ms. Perez disclosed her pregnancy to Ms. Rabinovich.

30. Immediately after finding out about Ms. Perez's pregnancy, Ms. Rabinovich informed Ms. Perez that she would no longer be a candidate in the discussion for the new business segment. Ms. Rabinovich said: "We have some other freelance candidates with a lot of business experience so let's hold off on the business reporting training we discussed at this time." Naturally, Ms. Perez was crushed about this missed opportunity to become a more consistent presence on NY1.

31. Accordingly, on May 8, 2017, Ms. Perez complained about this discriminatory decision to Ms. Rabinovich in an email that stated in relevant part as follows:

I'm very disappointed about the business reporting . . . I am in the first trimester of my pregnancy and so its been a lot. I have worked with you for a while and ***we have never had any problems like this until recently*** . . . ***I never wanted this to have any bearing on my work performance*** . . . I have been really looking forward to this new door opening.

(emphasis added).

32. Quite obviously, Ms. Perez made it clear to Ms. Rabinovich that she was upset and objected to these discriminatory and unlawful practices.

33. Ms. Rabinovich responded by stating that Ms. Perez should "take time to learn the ropes and by the time a new producer is hired and in a routine – we can set you up with training." This was a marked change of tune from Ms. Rabinovich's previous endorsement of Ms. Perez.

34. Of course, Ms. Perez was never offered any business reporting training.

35. Immediately thereafter, Ms. Rabinovich also cut Ms. Perez's *Local Edition* anchoring opportunities. For example, around February of 2017, the channel gave *Local Edition* anchors the opportunity to engage in a new addition to the rundown called "On Sets," where

local anchors reported on one top story from the main set. Ms. Perez was excluded from this opportunity which would have given her additional visibility on the channel.

36. Furthermore, each time Ms. Rabinovich saw Ms. Perez in the newsroom, Ms. Rabinovich would look at Ms. Perez's stomach and ask her when her due date was. Several times, this was followed by Ms. Rabinovich making uncomfortable and insulting comments about Ms. Perez's pregnancy and her changing body.

37. For example, on more than one occasion, Ms. Rabinovich said to Ms. Perez, "Oh wow, are there twins in there?" This was a not-at-all-subtle implication that Ms. Perez was getting too physically large and too visibly pregnant to be at work.

38. Ms. Rabinovich also asked Ms. Perez how many kids she planned on having total and whether Ms. Perez thought this would be her last pregnancy.

39. These questions – which were completely inappropriate to ask a newly pregnant mother – demonstrated Ms. Rabinovich's concern that Ms. Perez would not be fully committed to her job because she was pregnant and would soon have another young child.

40. Moreover, completely out-of-the-blue, Ms. Rabinovich asked Ms. Perez if she wanted to take a one-year "leave of absence" starting immediately. Clearly, Ms. Rabinovich simply did not want Ms. Perez in the newsroom while she was pregnant. Ms. Perez denied any interest in taking a one-year leave when Ms. Rabinovich asked her this.

41. In total, Ms. Rabinovich constantly made Ms. Perez feel as though she were a blemish in the newsroom who was simply not wanted.

42. In August 2017, the new revamped version of *Local Edition* – called *Around the Boroughs* – was getting ready to launch later in the year. As such, many part-time *Local Edition* anchors were trained on the new format and differences in this new segment.

43. When Ms. Perez inquired about receiving the same training, Ms. Rabinovich evaded her questions and assured her it would be handled. It never was.

44. Several of Ms. Perez's colleagues apparently endorsed Ms. Rabinovich's view of pregnant women and new mothers. One colleague said to Ms. Perez, "Why are you so stressed about the training? You're pregnant—you should be focusing on that."

45. Another colleague said: "You're going to have two beautiful babies, maybe you should just stay home with the kids; maybe it's a sign." These views, permeated by leadership, followed Ms. Perez at NY1.

46. In late October 2017, the *Local Edition* anchoring schedule came out for the following week and Ms. Perez was not listed.

47. In light of all of the discriminatory and offensive remarks Ms. Rabinovich had been making to Ms. Perez about her pregnancy, Ms. Perez immediately found her absence from the schedule suspicious and reached out to Ms. Rabinovich to question the decision.

48. Ms. Rabinovich told Ms. Perez that NY1 was "restructuring" and that Ms. Perez's position was going to be eliminated. Obviously, "restructuring" was just a pretext – Ms. Perez did not fit the mold of Charter's new plan for NY1, due to her gender, age and pregnancy.

49. Ultimately, the *ATB* segment was filled by a group of only younger women and men, including Bree Driscoll (age: ~36), Shannan Ferry (age: ~26), Angi Gonzalez (age: ~37), Van Tieu (age: ~35), Lindsay Tuchman (age: ~27), Clodagh McGowan (age: ~32), Lydia Hu (age: ~34), Rocco Vertuccio (age: ~49), Matt McClure (age: ~38) and Anthony Pascale (age: ~44). Ms. Perez was 43.

50. Moreover, NY1 did, in fact, launch the new business segment Ms. Rabinovich had previously discussed with Ms. Perez, which became *Money On 1*. This segment was given to a man – Matt McClure.

51. NY1/Charter made a concerted decision to change the on-air presence at NY1. NY1/Charter wanted younger women and men to be the new face of NY1 and sought to “elevate” its brand by cleansing itself of older women – like Ms. Perez – who had the added “hassle” of pregnancy and young children, and who had recently complained of discrimination.

52. Upon information and belief, Ms. Rabinovich never reported Ms. Perez’s discrimination complaint to anyone else at NY1 – a violation of NY1’s own policies with which Ms. Rabinovich was obligated to comply.

II. Plaintiff Michelle Greenstein

53. Ms. Greenstein has been working as a television and radio traffic reporter for 20 years. In 1999, soon after graduating from Hofstra University with a Bachelor of Arts in Speech Communications and Rhetorical studies and a 3.9 G.P.A., Ms. Greenstein started working in 1999 at Shadow Broadcast Services. There, Ms. Greenstein was an on-air reporter for multiple stations – 1010 WINS, Bloomberg Radio, WFAN and many other stations in the tristate area – where she reported on traffic, news, stocks, sports and weather. During Ms. Greenstein’s employment at Shadow Broadcast Services, she was also nominated for a NY Radio A.I.R. Award.

54. From 2004 through 2009, Ms. Greenstein was a television traffic reporter and an integral part of the morning newscast at various news channels in Philadelphia, such as CBS 3, NBC 10, FOX 29 and UPN 57. At the same time, Ms. Greenstein continued her career as a talk

radio host and journalist, reporting for Howard Stern's news team on Howard 100 and was a fill-in co-host for a show called "Morning Live" on Martha Stewart Living Radio.

55. In 2005, Ms. Greenstein began filling in as a traffic reporter during the New York Morning News at WCBS (CBS 2).⁷ Ms. Greenstein simultaneously maintained her radio show host career at a variety of radio stations including WKXW New Jersey (where she hosted her own lifestyle and relationship talk show). Ms. Greenstein also acted as a travel anchor and correspondent for travelzoo.com.

56. In or around August 2013, Ms. Greenstein began working for NY1. Ms. Greenstein was hired as a part-time traffic reporter. As she had been everywhere else in her career, Ms. Greenstein was a diligent employee and took advantage of every opportunity available to her and only received praise and positive feedback on her reporting.

57. Due to her work ethic and breadth of experience, Ms. Greenstein quickly became the primary fill-in traffic reporter; Ms. Greenstein's supervisors called Ms. Greenstein many times with very little notice to see whether Ms. Greenstein could cover a reporting slot and Ms. Greenstein always did her best to make herself available.

58. In or around early 2016, Ms. Greenstein's direct supervisor became Melissa Rabinovich, who was then an Executive Editor. In that capacity, Ms. Rabinovich supervised daily staff assignments, live coverage and editorial content for the on-air staff – anchors and reporters – as well as video journalists, researchers and interns.

59. Several times during her employment, Ms. Greenstein told Ms. Rabinovich that if a full-time position as a traffic reporter became available she would be interested, especially

⁷ Reporters are needed to "fill-in" when the full-time or regular anchor or reporter is unavailable. The nomenclature "fill-in" reporter is used throughout this Complaint in defining Ms. Greenstein and Ms. Perez's roles, as they were not the regularly scheduled reporters for any particular time slot or position.

since she was the primary fill-in traffic reporter. It was only logical that Ms. Rabinovich thought Ms. Greenstein would be a perfect fit for a full-time position as she had been there longer than anyone else working in a similar capacity.

60. Later in 2016, Charter took over NY1 when it acquired Time Warner, and soon after that, Ms. Rabinovich was promoted to Assistant News Director of NY1 (the position she still holds today). As alleged in the Torre Complaint and reported by the New York Daily News,⁸ a restructuring followed that targeted older employees.

61. Also in 2016, Ms. Greenstein was overjoyed to learn she was pregnant. On March 15, 2017, Ms. Greenstein gave birth to her daughter – it was her first child. Approximately five weeks later, while Ms. Greenstein was enjoying her maternity leave, Ms. Rabinovich asked Ms. Greenstein if she was ready to come back early as NY1 really needed the help given that another reporter was about to go out on maternity leave.

62. In May 2017, only a month and a half after her baby was born, Ms. Greenstein returned from maternity leave – cutting short Ms. Greenstein’s precious time with her newborn daughter. Ms. Greenstein had planned on taking three months leave, but she complied with Ms. Rabinovich’s request as she wanted to be a “team player” and help the station. Ms. Greenstein was 40 years old at the time.

63. Upon her return to NY1, Ms. Greenstein began to notice that other part-time reporters, who were considerably younger than she was, and who had significantly less traffic reporting experience than Ms. Greenstein, were receiving more traffic reporting slots and had apparently leapfrogged her in the pecking order. These reporters, who were nearly right out of college at the time, included Shannan Ferry (age: ~ 24, at the time), Lindsay Tuchman (age: ~25,

⁸ Available at: <https://www.nydailynews.com/entertainment/tv/bloodbath-ny1-spectrum-axes-longtime-staffers-article-1.3013693>

at the time) and Alyse Zwick (age: ~31, at the time). Put simply, Ms. Greenstein had fallen out of favor following her return from maternity leave.

64. While Ms. Greenstein was dismayed at her treatment following her return from maternity leave, she was determined to succeed. As such, during the summer of 2017, Ms. Greenstein continued to emphasize to Ms. Rabinovich that she was interested in a full-time position as a traffic reporter (as she had done before she was pregnant and had been told she would be a great fit for the position).

65. In June 2017, a full-time traffic reporter position became available.

66. However, Ms. Rabinovich never informed Ms. Greenstein that the full-time traffic reporter position was officially available for her application.

67. Instead, come August 2017, Ms. Rabinovich filled the position with Alyse Zwick. To say Ms. Greenstein was far more experienced and qualified than Ms. Zwick would be a vast understatement. For instance, in contrast to Ms. Greenstein's almost **20 years** in traffic reporting and **four years** at NY1, Ms. Zwick had only been at NY1 for *less than one year* at the time, and given her age, she could not have had nearly the same amount of experience as Ms. Greenstein.

68. Ms. Zwick was approximately 10 years younger than Ms. Greenstein. Ms. Zwick was also the 2009 winner of Miss New York for the Miss America Organization, had won the Lifestyle and Swimsuit Competition at the Miss America Pageant in Las Vegas and did not have any children.

69. On August 27, 2017, Ms. Greenstein confronted Ms. Rabinovich to object to Ms. Rabinovich's failure to promote her into the full-time traffic reporter position. Ms. Greenstein complained to Ms. Rabinovich that the decision was improper and asked for the reason. Ms. Rabinovich responded:

I did not think you could handle the flexibility of hours because you're a new mom and you have a lot going on . . . I know what's coming down the line with Charter taking over and I think this is the best move for everybody.

70. Without any subtlety, Ms. Rabinovich admitted to Ms. Greenstein that the reason she did not get the position was because of her recent pregnancy and childbirth, and her belief that Ms. Greenstein could not be both a full-time traffic reporter and a mother at the same time. Ms. Rabinovich made it clear that Ms. Greenstein was no longer a good fit for NY1/Charter going forward.

71. Ms. Greenstein was shocked and taken aback by this comment. Ms. Greenstein reminded Ms. Rabinovich that she had spoken to her many times about the full-time position for several months and that Ms. Greenstein had assured Ms. Rabinovich that she was very interested.

72. Ms. Rabinovich bluntly responded in a similar refrain: **“You should stay home and enjoy time with your baby.”**

73. Ms. Greenstein was so upset by this conversation that she immediately went to her office and sent Ms. Rabinovich an email to complain about this discriminatory treatment.

The email, in relevant part, stated as follows:

Thanks for speaking with me before about the traffic reporter position. *As I mentioned, I am extremely disappointed that you filled the position with someone else because you assumed I could not handle the flexibility of hours because I'm a new mom and said I have a lot going on . . .* I sent you an email stating how much I was interested in the position, excited to see where NY1 was going and I wanted to have a more integral role. I then sent a few follow up emails asking the status of the position because I had not seen it listed on linkedin, indeed or some of the other job boards I check so that I could officially apply . . . *I was surprised when you said you didn't think I could be flexible with the hours and assumed I'm a busy mom and I should stay home and enjoy time with my baby . . .* I had devoted my entire summer to filling in for you after CBS had hired me because you really needed the help. *I came back to work only one and half months after giving*

birth because you needed the help. I was not ready to come back, but I did because that's the type of employee I am. I wanted to stay loyal to you since I have been working here for four years and had not yet started with CBS.

(emphasis added).

74. Ms. Rabinovich responded to the email, but tellingly did not dispute or deny the contents of what Ms. Greenstein wrote. In fact, Ms. Rabinovich responded only to provide Ms. Greenstein with information about locker access (something Ms. Greenstein had asked about at the end of the email), illustrating that she had read Ms. Greenstein's entire email. This constitutes an admission by Ms. Rabinovich that Ms. Greenstein's email was accurate.

75. In December 2017 – just three months after Ms. Greenstein complained to Ms. Rabinovich that Ms. Rabinovich had discriminated against her for being a new mom and taking maternity leave – Ms. Rabinovich terminated Ms. Greenstein.

76. The justification for Ms. Greenstein's termination was a purported lay-off of all part-time and freelance reporters. However, upon information and belief, many part-time and freelance reporters were retained as full-time employees. Regardless, even if this was a genuine cause for Ms. Greenstein's termination from NY1, the only reason Ms. Greenstein remained in a part-time role was because of Ms. Rabinovich's discriminatory decision to keep her in that role.

77. NY1/Charter's failure to promote Ms. Greenstein and decision to terminate her employment was clearly the result of a deliberate and intentional determination that older women should be removed from on-air positions. Moreover, NY1/Charter discriminated against Ms. Greenstein due to her pregnancy and childcare responsibilities as a mother and retaliated against her for raising complaints.

FIRST CAUSE OF ACTION
(Retaliation in Violation of the FMLA)
By All Plaintiffs

78. Plaintiffs hereby repeat and re-allege each and every allegation in all of the preceding paragraphs as if fully set forth herein.

79. At all times relevant herein, Plaintiffs were “eligible employees” within the meaning of the FMLA. At all times relevant herein, Defendant is and was a “covered employer” within the meaning of the FMLA.

80. By the actions described above, among others, Defendant retaliated against Ms. Perez and Ms. Greenstein due to taking or prospectively taking FMLA protected leave, including but not limited to terminating their employments.

81. As a direct and proximate result of Defendant’s unlawful retaliatory conduct in violation of the FMLA, Plaintiffs will suffer monetary and/or other economic harm for which they are entitled to an award of monetary damages and other relief.

82. As a direct and proximate result of Defendant’s unlawful retaliatory conduct in violation of the FMLA, Plaintiffs have suffered, and continue to suffer, severe mental anguish and emotional distress, for which they are entitled to an award of monetary damages and other relief.

83. Defendant’s conduct was not in good faith and there was not a reasonable basis for believing that such conduct was not a violation of the FMLA, and as such, Plaintiffs are entitled to an award of liquidated damages.

SECOND CAUSE OF ACTION
(Interference in Violation of the FMLA)
By All Plaintiffs

84. Plaintiffs hereby repeat and re-allege each and every allegation in all of the preceding paragraphs as if fully set forth herein.

85. At all times relevant herein, Plaintiffs were “eligible employees” within the meaning of the FMLA. At all times relevant herein, Defendant was and is a “covered employer” within the meaning of the FMLA.

86. Defendant was aware that Plaintiffs were pregnant and knew or perceived that Plaintiffs had or would utilize their FMLA protected right to maternity leave.

87. As a direct and proximate result of Defendant’s unlawful retaliatory conduct in violation of the FMLA, Plaintiffs will suffer monetary and/or other economic harm for which they are entitled to an award of monetary damages and other relief.

88. As a direct and proximate result of Defendant’s unlawful retaliatory conduct in violation of the FMLA, Plaintiffs have suffered, and continue to suffer, severe mental anguish and emotional distress, for which they are entitled to an award of monetary damages and other relief.

89. Defendant’s conduct was not in good faith and there was not a reasonable basis for believing that such conduct was not a violation of the FMLA, and as such, Plaintiffs are entitled to an award of liquidated damages.

THIRD CAUSE OF ACTION
(Discrimination in Violation of the NYSHRL)
By All Plaintiffs

90. Plaintiffs hereby repeat and re-allege each and every allegation in all of the preceding paragraphs as if fully set forth herein.

91. By the actions described above, among others, Defendant discriminated against Plaintiffs on the basis of their gender and/or pregnancy and/or age in violation of the NYSHRL by denying Plaintiffs the same terms and conditions of employment available to others, including, but not limited to, the termination of their employments.

92. As a direct and proximate result of Defendant's unlawful and discriminatory conduct in violation of the NYSHRL, Plaintiffs have suffered and continue to suffer harm for which they are entitled to an award of damages, to the greatest extent permitted under law.

FOURTH CAUSE OF ACTION
(Retaliation in Violation of NYSHRL)
By All Plaintiffs

93. Plaintiffs hereby repeat and re-allege each and every allegation in all of the preceding paragraphs as if fully set forth herein.

94. By the actions described above, among others, Defendant has retaliated against Plaintiffs by, *inter alia*, terminating their employments in retaliation for their engagement in protected activity.

95. As a direct and proximate result of Defendant's unlawful and retaliatory conduct in violation of the NYSHRL, Plaintiffs have suffered and continue to suffer harm for which they are entitled to an award of damages, to the greatest extent permitted by law.

FIFTH CAUSE OF ACTION
(Discrimination in Violation of the NYCHRL)
By All Plaintiffs

96. Plaintiffs hereby repeat and re-allege each and every allegation in all of the preceding paragraphs as if fully set forth herein.

97. By the actions described above, among others, Defendant discriminated against Plaintiffs on the basis of their gender and/or pregnancy and/or age in violation of the NYCHRL by denying Plaintiffs the same terms and conditions of employment available to others, including, but not limited to, the termination of their employments.

98. As a direct and proximate result of Defendant's unlawful and discriminatory conduct in violation of the NYCHRL, Plaintiffs have suffered and continue to suffer harm for

which they are entitled to an award of damages, to the greatest extent permitted under law, in addition to reasonable attorneys' fees and costs.

99. Defendant's unlawful and discriminatory actions constitute knowing, malicious, willful, wanton and reckless violations of the NYCHRL for which Plaintiffs are entitled to an award of punitive damages.

SIXTH CAUSE OF ACTION
(Retaliation in Violation of NYCHRL)
By All Plaintiffs

100. Plaintiffs hereby repeat and re-allege each and every allegation in all of the preceding paragraphs as if fully set forth herein.

101. By the actions described above, among others, Defendant has retaliated against Plaintiffs by, *inter alia*, terminating their employments in retaliation for their engagement in protected activity.

102. As a direct and proximate result of Defendant's unlawful and retaliatory conduct in violation of the NYCHRL, Plaintiffs have suffered and continue to suffer harm for which they are entitled to an award of damages, to the greatest extent permitted by law, in addition to reasonable attorneys' fees and costs.

103. Defendant's unlawful and discriminatory actions constitute knowing, malicious, willful, wanton and reckless violations of the NYCHRL for which Plaintiffs are entitled to an award of punitive damages.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray that the Court enter judgment in their favor and against Defendant for the following relief:

- A. A declaratory judgment that the actions, conduct and practices of Defendant complained of herein violate the laws of the United States, the State of New York and the City of New York;
- B. An award of damages against Defendant, in an amount to be determined at trial, plus interest, to compensate for all monetary and/or economic damages;
- C. An award of damages against Defendant, in an amount to be determined at trial, plus interest, to compensate for all non-monetary and/or compensatory damages, including, but not limited to, compensation for Plaintiffs' emotional distress;
- D. An award of punitive damages in an amount to be determined at trial;
- E. An award of liquidated damages in an amount to be determined at trial;
- F. Pre-judgment interest on all amounts due;
- G. An award of Plaintiffs' reasonable attorneys' fees and costs; and
- H. Such other and further relief as the Court may deem just and proper.

JURY DEMAND

Plaintiffs hereby demand a trial by jury on all issues of fact and damages stated herein.

Dated: July 31, 2019
New York, New York

Respectfully submitted,

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