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Attorneys for Plaintiff,
LISA LAKE-CAMPBELL

SUPERIOR COURT OF THE STATE OF CALIFORNIA

SAN DIEGO JUDICIAL DISTRICT

LISA LAKE-CAMPBELL, individual

Plaintiff,

v.

**McGRAW-HILL BROADCASTING
COMPANY, INC.**, a corporation, KGTV
CHANNEL 10, and unknown business entity,
SEAN KENNEDY, an individual, and **DOES**
1 through 25, Inclusive,

Defendants.

Case No. **37-2009-00088294-CU-OE-CTL**

PLAINTIFFS' COMPLAINT FOR:

1. **DENIAL OF EQUAL PAY** (Cal. Labor Code § 1197.5, et seq.);
2. **RACIAL DISCRIMINATION** (Cal. Gov't Code § 12940, et seq.);
3. **GENDER HARASSMENT** (Cal. Gov't Code § 12940, et seq.);
4. **RETALIATION** (Cal. Gov't Code § 12940, et seq.);
5. **WRONGFUL CONSTRUCTIVE TERMINATION**;
6. **BREACH OF WRITTEN CONTRACT**;
7. **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**.

[JURY TRIAL DEMANDED]

COMES NOW THE PLAINTIFF, alleging against Defendants as follows:

GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

1. Plaintiff, **LISA LAKE-CAMPBELL** (hereinafter "Plaintiff" or "**LAKE-CAMPBELL**") is and at all times herein mentioned was a resident of the County of San Diego in the State of California.
2. Plaintiff believes and thereon alleges that at all times herein mentioned, **McGRAW-HILL BROADCASTING COMPANY, INC.**, (hereinafter "**McGRAW-HILL**" or collectively "**Defendants**") is a corporation authorized for, and doing business in the State of

California, and is an entity subject to suit under the California Fair Employment and Housing Act, Government Code § 12940, et seq. On information and belief MCGRAW-HILL employs in excess of five (5) employees in San Diego County and elsewhere.

3. Plaintiff believes and thereon alleges that at all times herein mentioned, KGTV CHANNEL 10, (hereinafter "10 NEWS" or collectively "Defendants") is an unknown business entity doing business in the State of California, and is an entity subject to suit under the California Fair Employment and Housing Act, Government Code § 12940, et seq. On information and belief 10 NEWS employs in excess of five (5) employees in San Diego County and elsewhere.

4. Plaintiff believes and thereon alleges that at all times herein mentioned, SEAN KENNEDY (hereinafter "KENNEDY" or collectively "Defendants") was, and is a resident of the County of San Diego in the State of California.

5. KENNEDY, as news director, was a managing agent of 10 NEWS, and as such, 10 NEWS is vicariously liable for the actions and conduct of KENNEDY.

6. Furthermore, MCGRAW-HILL, as the parent company of 10NEWS, is vicariously liable for the actions and conduct of 10NEWS and its employees and agents.

7. Plaintiff is ignorant of the true names and capacities of the Defendants sued herein as DOES 1 through 25 and therefore sue these Defendants by such fictitious names. Plaintiff will amend this Complaint to allege the true names and capacities when they are ascertained.

8. Plaintiff believes and thereon alleges that each fictitiously named Defendant is responsible in some manner for the occurrences herein alleged and Plaintiff's injuries and damages as herein alleged are directly, proximately and/or legally caused by Defendants and all of their acts.

9. Plaintiff believes and thereon alleges that each of these Defendants named herein as DOES are the agents, employers, representatives or employees of the other named Defendants and when performing the acts alleged herein, were acting within the scope of their agency, employment and/or representative capacity and are therefore responsible for

the acts complained of herein.

10. The tortious acts and omissions alleged to have occurred herein were performed by management level employees.

11. The actions of Defendants, and each of them, against the Plaintiff constitute unlawful employment practices in violation of California Government Code section 12940, et seq., and have caused, and will continue to cause, Plaintiff loss of earnings.

12. As a further legal (proximate) result of the unlawful and intentional discriminatory actions of Defendants, and each of their agents, against Plaintiff as alleged herein, Plaintiff has been harmed in that she has suffered emotional pain, humiliation, mental anguish, loss of enjoyment of life, and emotional distress.

13. Defendants, and each of them, committed these acts alleged herein maliciously, fraudulently, and oppressively, and with the wrongful intention of injuring Plaintiff, and acted with an improper and evil motive amounting to malice or despicable conduct. Alternatively, Defendants' wrongful conduct was carried out with a conscious disregard for Plaintiff's rights.

14. Defendants' conduct warrants the assessment of punitive damages in an amount sufficient to punish Defendants and deter others from engaging in similar conduct.

15. Defendants are "supervisors" or "managers" within the meaning of California Government Code section 12940, et seq.

16. Plaintiff seeks compensatory damages, punitive damages, costs of suit herein, and attorneys' fees pursuant to California Government Code section 12940, et seq.

17. Plaintiff LAKE-CAMPBELL filed her charges of wrongful termination, demotion, denial of promotion, retaliation, denial of equal pay and harassment against 10 NEWS with the California Department of Fair Employment and Housing ("DFEH") on July 21, 2008, and thereafter on that same day received from the DFEH her "right to sue." Plaintiff LAKE-CAMPBELL filed her charges of wrongful termination, demotion, denial of promotion, retaliation, denial of equal pay and harassment against MCGRAW-HILL and KENNEDY with the California Department of Fair Employment and Housing ("DFEH") on April 22,

2009, and thereafter on that same day received from the DFEH her "right to sue." These documents are collectively attached hereto as "EXHIBIT A."

SPECIFIC FACTUAL ALLEGATIONS

18. Plaintiff re-alleges and incorporates by reference each and every allegation contained in the preceding paragraphs as though fully set forth herein.
19. Plaintiff is a 43 year old African American female.
20. In or around January 1991, Defendants hired Plaintiff as an intern. Thereafter, on or about July 22, 1991, Defendants hired Plaintiff as an editor assistant. Then, in or around July 1992, Defendants selected Plaintiff as a reporter trainee. Next, in or around August 1993, Defendants promoted Plaintiff to general assignment reporter. Less than a year later, in or around summer of 1994, Defendants promoted Plaintiff to weekend anchor/reporter. Finally, in or around January 1996, Defendants promoted Plaintiff to the position of morning/midday news anchor. Simultaneously, in or around January 1996, Defendants assigned Bill Griffith as Plaintiff's co-anchor for the morning/midday newscast.
21. During the later part of Plaintiff's employment, and at the time of her wrongful constructive termination, KENNEDY served as Plaintiff's immediate supervisor.
22. Throughout her employment, Plaintiff performed the duties of her work assignments in a capable and competent manner, as so recognized by management and supervisory personnel. Plaintiff's exceptional performance is reflected in her long tenure and numerous promotions.
23. During Plaintiff's employment, Defendants paid Plaintiff a substantially lower wage than her male co-anchor, Bill Griffith. Plaintiff is informed and believes and thereon alleges that throughout her employment, Defendants paid Mr. Griffith a salary of approximately \$20,000.00, per annum more than Plaintiff. Plaintiff and Mr. Griffith both provided services to Defendants as anchors on the morning/midday newscast. Therefore, Plaintiff's position was equal to, and required the same skill, effort and responsibility as Mr. Griffith's position. Plaintiff is informed and believes and thereon alleges that

Defendants' failure to pay her and Mr. Griffith an equal wage was due to her sex and/or gender.

24. Further, during Plaintiff's employment with Defendants, Defendants had a custom and practice of discriminating against African Americans. By way of example, but not as an exhaustive list, Defendants regularly discriminated against Plaintiff, and other African Americans, as follows:

- a. Defendants regularly refused to hire and retain African American employees. However, Defendants continued to hire, and continued to retain non-African American employees. Plaintiff is informed and believes and thereon alleges that Defendants have hired only one African American for a position in the newsroom since in or around the year 2000.
- b. In or around January 2002, Plaintiff applied for a position as a news anchor for the 5:30 p.m. newscast. Although qualified, Defendants did not choose Plaintiff for the position. A Korean news anchor, Lee Ann Kim, was given the position, despite Plaintiff having been employed by Defendants for a substantially longer period of time.
- c. Plaintiff is informed and believes and thereon alleges that Defendants have never employed an African American prime time news anchor. Moreover, in or around summer of 2006, Plaintiff noticed that Defendants employed only three African Americans in the newsroom. Of those three, only two of the African American employees were employed in "on-air" positions. Plaintiff complained to Mike Stutz, Defendants' news director at that time, of the lack of African Americans working in the newsroom. Plaintiff received no response from Defendants.
- d. In or around August 2006, Plaintiff applied for a position as a news anchor for the 4:00 p.m. newscast. At the same time, Fred Blankenship, an African American weekend News Anchor/weekday Reporter for Defendants, applied for the same position. Although qualified, Defendants did not chose Plaintiff, or Mr. Blankenship for the position. Rather, Steve Atkinson, a Caucasian male, was

1 given the position as news anchor for the 4:00 p.m. newscast. Plaintiff is
2 informed and believes and thereon alleges that neither she, nor Mr. Blankenship
3 were chosen for the position because they are African American.

4 e. In or around summer of 2007, Plaintiff once again complained of the lack of
5 African Americans employed in Defendants' newsroom. This time, Plaintiff
6 complained to Gary Brown, Defendants' news director at that time. Plaintiff
7 offered Mr. Brown suggestions on increasing Defendants' recruiting for African
8 American employees. No action was taken in response to Plaintiff's suggestions.

9 f. In or around the summer of 2007, Plaintiff and Mr. Brown attended the National
10 Association of Black Journalist (NABJ) convention in Las Vegas, Nevada. While
11 there, Plaintiff noticed that Mr. Brown avoided her and other African American
12 employees from MCGRAW-HILL's Indianapolis station. Also, Mr. Brown stated
13 to the human resources representative from MCGRAW-HILL's Indianapolis
14 station that he, "doubted he could find any real talent at the convention."

15 g. Defendants had an employment practice and employee selection policy that had a
16 disproportionate adverse effect on African Americans. Plaintiff is informed and
17 believes and thereon alleges that the percentage of Defendants' employees who
18 were African American was disproportionately low compared to the number of
19 applicants and percentage of African American individuals residing in San Diego.
20 By way of example, at the time of Plaintiff's wrongful constructive termination,
21 Plaintiff was one of only two African American employees in Defendants'
22 newsroom. The only other African American employed in Defendants' newsroom
23 was, at that time, on stress leave. This employee also felt he had been
24 discriminated against because of his race. Plaintiff is informed and believes that at
25 the time of her wrongful constructive termination, Defendants had approximately
26 sixty (60) employees in the newsroom.

27 h. On or about January 22, 2008, Plaintiff spoke with Defendants regarding her
28 contract. On or about January 25, 2008, Defendants informed Plaintiff that they

1 did not intend to renew her fixed term contract. Defendants represented to
2 Plaintiff that no employees would receive a fixed term contract. Plaintiff is
3 informed and believes and thereon alleges that other non-African American
4 employees did in fact receive fixed term contracts. Plaintiff believes that
5 Kimberly Hunt, one of Defendants' Caucasian employees, received a fixed term
6 contract in or around December 2007. Plaintiff is informed and believes and
7 thereon alleges that she was not given a fixed term contract because she is African
8 American.

9 i. In or around March 2, 2008, Plaintiff attended one of Defendants' staff meetings.
10 At this meeting, Plaintiff once again complained of Defendants' continual failure
11 to employ African American employees. Thereafter, on or about May 9, 2008,
12 Defendants retaliated against Plaintiff by demoting her from her position as anchor
13 on the morning newscast, to the position of co-anchor on the 11:00 a.m. newscast,
14 and reporter for the 7:00 p.m. newscast. Defendants replaced Plaintiff's position
15 of anchor of the morning newscast with a Hispanic woman.

16 25. During Plaintiff's employment, KENNEDY repeatedly subjected Plaintiff to severe and
17 pervasive harassment, on the basis of her gender. By way of example, but not as an
18 exhaustive list, KENNEDY regularly participated in the following harassing conduct
19 directed towards Plaintiff:

- 20 a. KENNEDY regularly called Plaintiff, and other female employees, "bitches."
21 b. KENNEDY regularly commented to Plaintiff, and other female employees, on
22 their physical appearance. For example, KENNEDY regularly commented to
23 Plaintiff, and other female employees, that they "looked hot," or that they "looked
24 sexy."

25 26. During Plaintiff's employment, Plaintiff made several complaints to Defendants regarding
26 discrimination against African American employees, as stated herein. Plaintiff is
27 informed and believes and thereon alleges that these statements were a motivating factor
28 for Defendants' retaliation against Plaintiff. Defendants retaliated against Plaintiff by

demoting her, and by refusing to renew her fixed term employment contract.

27. In or around July 2008, Plaintiff's employment with Defendants was wrongfully constructively terminated. Defendants subjected Plaintiff to unlawful denial of equal pay, harassment and discrimination based on her and gender, as stated herein. Furthermore, as stated herein, Defendants subjected Plaintiff to adverse treatment in retaliation for her opposition to Defendants' discrimination against African Americans. Defendants' denial of equal pay, harassment, discrimination and retaliation created a workplace so intolerable for Plaintiff that she had no choice but to involuntarily resign her employment with Defendants. Indeed, no reasonable woman in Plaintiff's shoes would have remained employed with Defendants under working conditions described herein.

28. Plaintiff was under a written employment contract ("Employment Contract") with Defendants from January 15, 2005, to January 14, 2008. A copy of Plaintiff's Employment Contract is attached hereto as "EXHIBIT B." Plaintiff's Employment Contract provided that, "[Defendant] may, at its sole option, choose not to renew this agreement by giving [Plaintiff] written notice of its intention at least sixty (60) days prior to the anniversary date in year two of this agreement." Defendants failed to provide Plaintiff with written notice as required by Plaintiff's Employment Contract. Rather, on January 22, 2008, Defendants orally informed Plaintiff that they would not renew her Employment Contract. Defendants breached Plaintiff's Employment Contract by not timely notifying Plaintiff in writing of their intention not to renew her Employment Contract. Accordingly, Plaintiff's Employment Contract should have been automatically renewed, by its own terms, for another three years. Defendants breached Plaintiff's Employment Contract by not providing her with a new employment contract.

FIRST CAUSE OF ACTION

DENIAL OF EQUAL PAY

(Cal Gov't Code § 12940, et seq., and Cal. Labor Code § 1179.5, et seq.

v. Defendants MCGRAW-HILL & 10 NEWS)

29. Plaintiff re-alleges and incorporates by reference each and every allegation contained in

1 the preceding paragraphs as though fully set forth herein.

2 30. Plaintiff believes and thereon alleges that Defendants paid Plaintiff a lower salary than her
3 male co-anchor due to her sex and/or gender.

4 31. As a direct, foreseeable, and proximate result of Defendants' conduct, Plaintiff has
5 sustained and continues to sustain substantial losses in earnings and other employment
6 benefits and opportunities. Plaintiff has sought to mitigate these damages.

7 32. As a direct, foreseeable, and proximate result of Defendants' conduct, Plaintiff has
8 suffered and continues to suffer humiliation, emotional distress, loss of reputation, and
9 mental and physical pain and anguish, all to her damage in a sum to be established
10 according to proof.

11 33. As a result of Defendants' deliberate, outrageous, despicable conduct, Plaintiff is entitled
12 to recover punitive and exemplary damages in an amount commensurate with each of
13 Defendants' wrongful acts and sufficient to punish and deter future similar reprehensible
14 conduct.

15 34. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees.

16 **SECOND CAUSE OF ACTION**

17 **RACIAL DISCRIMINATION**

18 **(Cal. Gov't Code § 12940, et seq. v. Defendants MCGRAW-HILL & 10 NEWS)**

19 35. Plaintiff re-alleges and incorporates by reference each and every allegation contained in
20 the preceding paragraphs as though fully set forth herein.

21 36. At all times mentioned herein, California Government Code section 12940 et seq., was in
22 full force and effect and was binding on Defendants. This section requires Defendants, as
23 employers, to refrain from discriminating against any employee on the basis of race.

24 37. Plaintiff believes and thereon alleges that her race, African American, was a motivating
25 factor in Defendants' adverse actions directed against her as set forth herein. Such actions
26 are in violation of California Government Code sections 12940 et seq., and have resulted
27 in damage and injury to Plaintiff, as alleged herein.

28 38. As a direct, foreseeable, and proximate result of Defendants' conduct, Plaintiff has

1 sustained and continues to sustain substantial losses in earnings and other employment
2 benefits and opportunities. Plaintiff has sought to mitigate these damages.

3 39. As a direct, foreseeable, and proximate result of Defendants' conduct, Plaintiff has
4 suffered and continues to suffer humiliation, emotional distress, loss of reputation, and
5 mental and physical pain and anguish, all to her damage in a sum to be established
6 according to proof.

7 40. As a result of Defendants' deliberate, outrageous, despicable conduct, Plaintiff is entitled
8 to recover punitive and exemplary damages in an amount commensurate with each of
9 Defendants' wrongful acts and sufficient to punish and deter future similar reprehensible
10 conduct.

11 41. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees.

12 **THIRD CAUSE OF ACTION**

13 **GENDER HARASSMENT**

14 **(Cal. Gov't Code § 12940, et seq. v. All Defendants)**

15 42. Plaintiff re-alleges and incorporates by reference each and every allegation contained in
16 the preceding paragraphs as though fully set forth herein.

17 43. At all times mentioned herein, the provisions set forth in California Government Code
18 12940, were in full force and effect and were binding on Defendants. This section
19 requires Defendants, as employers, to refrain from harassing any employee on the basis of
20 gender.

21 44. Plaintiff believes and thereon alleges that her gender, female, was a motivating factor in
22 Defendants' harassment directed against her as set forth herein. Such actions are in
23 violation of California Government Code sections 12940 et seq., and have resulted in
24 damage and injury to Plaintiff, as alleged herein.

25 45. As a direct, foreseeable, and proximate result of Defendants' conduct, Plaintiff has
26 sustained and continues to sustain substantial losses in earnings and other employment
27 benefits and opportunities. Plaintiff has sought to mitigate these damages.

28 46. As a direct, foreseeable, and proximate result of Defendants' conduct, Plaintiff has

suffered and continues to suffer humiliation, emotional distress, loss of reputation, and mental and physical pain and anguish, all to her damage in a sum to be established according to proof.

47. As a result of Defendants' deliberate, outrageous, despicable conduct, Plaintiff is entitled to recover punitive and exemplary damages in an amount commensurate with each of Defendants' wrongful acts and sufficient to punish and deter future similar reprehensible conduct.

48. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees.

FOURTH CAUSE OF ACTION

RETALIATION

(Cal. Gov't Code § 12940, et seq. v. Defendants MCGRAW-HILL & 10 NEWS)

49. Plaintiff re-alleges and incorporates by reference each and every allegation contained in the preceding paragraphs as though fully set forth herein.

50. Defendants engaged in acts set forth herein with the intent to retaliate against Plaintiff because Plaintiff complained about racial discrimination by Defendants.

51. As a direct, foreseeable, and proximate result of Defendants' conduct, Plaintiff has sustained and continues to sustain substantial losses in earnings and other employment benefits and opportunities. Plaintiff has sought to mitigate these damages.

52. As a direct, foreseeable, and proximate result of Defendants' conduct, Plaintiff has suffered and continues to suffer humiliation, emotional distress, loss of reputation, and mental and physical pain and anguish, all to her damage in a sum to be established according to proof.

53. As a result of Defendants' deliberate, outrageous, despicable conduct, Plaintiff is entitled to recover punitive and exemplary damages in an amount commensurate with each of Defendants' wrongful acts and sufficient to punish and deter future similar reprehensible conduct.

54. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees.

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FIFTH CAUSE OF ACTION

WRONGFUL CONSTRUCTIVE TERMINATION

(Cal. Gov't Code § 12940, et seq. v. Defendants MCGRAW-HILL & 10NEWS)

55. Plaintiff re-alleges and incorporates by reference each and every allegation contained in the preceding paragraphs as though fully set forth herein.
56. In taking the adverse actions against Plaintiff, herein alleged, Defendants created a hostile work environment; a work environment rife with harassment, retaliation, and discrimination, as set forth herein, such that Plaintiff had no reasonable choice but to leave her job with Defendants. Indeed, no reasonable woman in Plaintiff's shoes would have remained employed with Defendants under working conditions described herein.
57. As a direct, foreseeable, and proximate result of Defendants' conduct, Plaintiff has sustained and continues to sustain substantial losses in earnings and other employment benefits and opportunities. Plaintiff has sought to mitigate these damages.
58. As a direct, foreseeable, and proximate result of Defendants' conduct, Plaintiff has suffered and continues to suffer humiliation, emotional distress, loss of reputation, and mental and physical pain and anguish, all to her damage in a sum to be established according to proof.
59. As a result of Defendants' deliberate, outrageous, despicable conduct, Plaintiff is entitled to recover punitive and exemplary damages in an amount commensurate with each of Defendants' wrongful acts and sufficient to punish and deter future similar reprehensible conduct.
60. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees.

SIXTH CAUSE OF ACTION

BREACH OF WRITTEN CONTRACT

(v. Defendants MCGRAW-HILL & 10NEWS)

61. Plaintiff re-alleges and incorporates by reference each and every allegation contained in the preceding paragraphs as though fully set forth herein.
62. Plaintiff and Defendants entered into a written contract.

1 63. Plaintiff did all, or substantially all, of the significant things that the contract required of
2 her.

3 64. All conditions required for Defendants' performance had occurred.

4 65. Defendants failed to do something that the contract required them to do.

5 66. Plaintiff was harmed by Defendants' failure.

6 **SEVENTH CAUSE OF ACTION**

7 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

8 **(v. All Defendants)**

9 67. Plaintiff re-alleges and incorporates by reference each and every allegation contained in
10 the preceding paragraphs as though fully set forth herein.

11 68. Defendants' intentional conduct, as set forth herein, was extreme and outrageous.
12 Defendant intended to cause Plaintiff to suffer extreme emotional distress. Plaintiff did
13 suffer extreme emotional distress.

14 69. As a direct, foreseeable, and proximate result of Defendants' conduct, Plaintiff has
15 sustained and continues to sustain substantial losses in earnings and other employment
16 benefits and opportunities. Plaintiff has sought to mitigate these damages.

17 70. As a direct, foreseeable, and proximate result of Defendants' conduct, Plaintiff has
18 suffered and continues to suffer humiliation, emotional distress, loss of reputation, and
19 mental and physical pain and anguish, all to her damage in a sum to be established
20 according to proof.

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WHEREFORE, Plaintiff prays for the following relief:

1. For compensatory damages, including loss of wages, promotional opportunities, benefits and other opportunities of employment, according to proof;
2. For special damages, including lost earnings and medical bills, in an amount according to proof;
3. For punitive damages in an amount necessary to make an example of and to punish defendants, and to deter future similar misconduct;
4. For mental and emotional distress damages;
5. For back pay, front pay and other monetary relief;
6. For an award of prevailing party attorney fees as allowed by Cal. Gov. Code § 12965(b);
7. For costs of suit herein;
8. For an award of interest, including prejudgment interest, at the legal rate;
9. For such other and further relief as the Court deems proper and just under all the circumstances.

PLAINTIFF LISA LAKE-CAMPBELL demands a jury trial on all issues in this case.

DATED: April 22, 2009

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