

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

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LAUREN LOCKWOOD,

Plaintiff,

Index No.:

-against-

CBS RADIO INC., CBS SPORTS RADIO,
ENTERCOM COMMUNICATIONS CORP.,
JOSEPH BENIGNO, SEAN ARGAMAN
MARK ZUKERMAN, ABC CORPORATIONS
and JOHN DOES 1-10,

VERIFIED COMPLAINT

Defendants.

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Plaintiff LAUREN LOCKWOOD, by her attorneys, The Clancy Law Firm, P.C.,
complaining against Defendants CBS RADIO INC., CBS SPORTS RADIO, ENTERCOM
COMMUNICATIONS CORP., JOSEPH BENIGNO, SEAN ARGAMAN, MARK
ZUKERMAN, ABC CORPORATIONS 1-5 and JOHN DOES 1-10, upon information and
belief, and at all times relevant, allege as follows:

NATURE OF THE ACTION

1. This is an action for injunctive relief, declaratory judgment and money
damages to remedy sexual harassment, hostile work environment, *quid pro quo*,
discrimination on the basis of sex, retaliation and wrongful termination in the terms,
conditions and privileges of employment under New York City Human Rights Law as
contained in the Administrative Code of the City of New York, § 8-107 *et seq.*
("NYCHRL"); and the New York State Human Rights Law, as contained in New York
State Executive Law, § 296 *et seq.* ("NYHRL"), and for common law tort claims for

defamation and intentional interference with prospective employment and economic advantage.

2. This action is brought to vindicate the human and civil rights of Plaintiff LAUREN LOCKWOOD. Plaintiff contends that the terms, conditions and privileges of her employment relationship with Defendants CBS RADIO INC., CBS SPORTS RADIO and ENTERCOM, INC. as owner and successor in interest (collectively Defendants "CBS RADIO"), were adversely affected because of her sex. Plaintiff further contends that she was subjected to sexual harassment, *quid pro quo*, hostile work environment and discrimination on the basis of sex, unwanted sexual advances, solicitations, unwelcome contact, assault, communications, innuendos, retaliatory action, wrongful termination, loss of earnings and personal injury because of her sex in violation of various state and city statutes.

JURISDICTION AND VENUE

3. A substantial part of the acts giving rise to this action were committed within the State and City of New York, and venue is properly lodged in this Court.

PROCEDURAL REQUIREMENTS

4. Prior to commencement of this action, Plaintiff served a copy of the Complaint upon the New York City Commission of Human Rights and the Corporation Counsel of the City of New York in accordance with New York City Administrative Code § 8-502(c).

PARTIES

5. Plaintiff LAUREN LOCKWOOD (“PLAINTIFF”) is a 40 year old female who currently resides in the County of Kings, State of New York.
6. Upon information and belief, Defendant CBS RADIO INC, (referred to herein as “CBS RADIO”) is a domestic corporation authorized to conduct business in the State of New York.
7. Upon information and belief, Defendant CBS RADIO is a foreign corporation transacting business in the State of New York.
8. Upon information and belief, Defendant CBS RADIO derives substantial revenue from its broadcasts on more than 100 stations nationwide. Defendant’s flagship station is WFAN (AM).
9. Upon information and belief, Defendant CBS RADIO has its principal place of business at 51 W. 52nd Street (19-13), New York, New York.
10. At all relevant times, Defendant CBS RADIO is an Employer with the meaning of NYSHRL §292(6) because Defendant CBS RADIO has four (4) or more persons in its employ and conducts business in the State and City of New York.
11. At all relevant times, Defendant CBS RADIO is an Employer within the meaning of NYC Administrative Code §§ 8-102(5) because Defendant has four (4) or more persons in its employ and conducts business in the State and City of New York.
12. Upon information and belief, Defendant CBS SPORTS RADIO, is a domestic corporation authorized to conduct business in the State of New York.

13. Upon information and belief, Defendant CBS SPORTS RADIO is a foreign corporation transacting business in the State of New York.
14. Upon information and belief, Defendant CBS SPORTS RADIO is a foreign corporation deriving substantial revenue from transacting business in the State of New York.
15. Upon information and belief, Defendant CBS SPORTS RADIO derives substantial revenue from its broadcasts on more than 300 stations nationwide. Defendant's flagship station is WFAN (AM).
16. Upon information and belief, Defendants CBS RADIO and/or CBS SPORTS RADIO operate as a wholly owned subsidiary of Defendant ENTERCOM COMMUNICATIONS CORP. and conduct business in the State of New York.
17. Upon information and belief, Defendant CBS SPORTS RADIO has its principal place of business at 51 W. 52nd Street (19-13), New York, New York.
18. At all relevant times, Defendant CBS SPORTS RADIO is an Employer with the meaning of NYSHRL §292(6) because Defendant CBS SPORTS RADIO has four (4) or more persons in its employ and conducts business in the State and City of New York.
19. At all relevant times, Defendant CBS SPORTS RADIO is an Employer within the meaning of NYC Administrative Code §§ 8-102(5) because Defendant has four (4) or more persons in its employ and conducts business in the State and City of New York.
20. Upon information and belief, Defendant ENTERCOM COMMUNICATIONS CORP., (referred to herein as "ENTERCOM") is a domestic corporation authorized to conduct business in the state of New York.

21. Upon information and belief, Defendant ENTERCOM is a foreign corporation transacting business in the state of New York.

22. Upon information and belief, Defendant ENTERCOM merged with Defendants CBS RADIO effective November 17, 2017 under the name of "ENTERCOM" and is a company transacting business in the State of New York.

23. Upon information and belief, Defendant ENTERCOM is a media and entertainment company and owner of radio stations and broadcasters that derives substantial revenue from its live, original local audio content in sports, news, music, podcasting, live events and digital in the state of New York.

24. Upon information and belief, ENTERCOM owns and operates CBS RADIO, INC. and CBS SPORTS RADIO as a sports radio network that is broadcasted throughout the United States on radio affiliates and streamlined online.

25. Upon information and belief, Defendant ENTERCOM has its principal place of business at 401 City Avenue, Suite 809, Bala Cynwyd, Pennsylvania.

26. At all relevant times, Defendant ENTERCOM is an Employer with the meaning of NYSHRL §292(6) because Defendant ENTERCOM has four (4) or more persons in its employ and conducts business in the State and City of New York.

27. At all relevant times, Defendant ENTERCOM is an Employer within the meaning of NYC Administrative Code §§ 8-102(5) because Defendant has four (4) or more persons in its employ and conducts business in the State and City of New York.

28. Upon information and belief, JOSEPH BENIGNO ("BENIGNO") currently resides in the County of Bergen, State of New Jersey.

29. At all relevant times, Defendant BENIGNO was employed by Defendants CBS RADIO.

30. Upon information and belief, SEAN ARGAMAN ("ARGAMAN") currently resides in the County of Suffolk, in the State of New York.

31. At all relevant times, Defendant ARGAMAN was employed by Defendants CBS RADIO.

32. Upon information and belief, Defendant MARK ZUKERMAN ("ZUKERMAN") currently resides in the State of New York.

33. At all relevant times, Defendant ZUKERMAN was employed by Defendants CBS RADIO.

34. At all relevant times, BENIGNO is a person within the meaning of the NYC Administrative Code Law § 8-102(1), and an employer within the meaning of NYC Administrative Code §§ 8-102(5) and 8-107, and is being sued here both in his personal and official capacities.

35. At all relevant times, Defendant BENIGNO was authorized to make decisions that affected the terms and conditions of Plaintiff's employment with CBS RADIO.

36. At all relevant times, Defendant ARGAMAN is a person within the meaning of the NYC Administrative Code Law § 8-102(1), and an employer within the meaning of NYC Administrative Code §§ 8-102(5) and 8-107, and is being sued here both in his personal and official capacities.

37. At all relevant times, Defendant ARGAMAN was authorized to make decisions that affected the terms and conditions of Plaintiff's employment with CBS RADIO.

38. At all relevant times, Defendant ARGAMAN supervised PLAINTIFF during the course of her employment with CBS RADIO.

39. At all relevant times, Defendant ZUKERMAN is a person within the meaning of the NYC Administrative Code Law § 8-102(1), and an employer within the meaning of NYC Administrative Code §§ 8-102(5) and 8-107, and is being sued here both in his personal and official capacities.

40. At all relevant times, Defendant ZUKERMAN was authorized to make decisions that affected the terms and conditions of Plaintiff's employment with CBS RADIO.

41. At all relevant times, Defendant ZUKERMAN supervised PLAINTIFF during the course of her employment with CBS RADIO.

42. Upon information and belief, at all relevant times, Defendant ENTERCOM owns, controls and supervises the activities and operation of its wholly owned subsidiaries, Defendants CBS RADIO INC. and CBS SPORTS RADIO in the State of New York.

43. Upon information and belief, at all relevant times, Defendant ENTERCOM, by its agents, servants and/or employees owned, governed, managed and approved the acts and business of Defendants CBS RADIO INC. and CBS SPORTS RADIO and their employees.

44. Upon information and belief, at all relevant times, Defendant ENTERCOM had a fiduciary duty and acted with authority to make resolutions and decision-making as to the CBS RADIO subsidiaries, including, but not limited, to CBS RADIO INC. and CBS SPORTS RADIO, their policies, procedures, compliance with New York State laws that regulated its conduct of business in the State of New York.

45. Upon information and belief, Defendant ENTERCOM promulgated, drafted and approved its subsidiaries, including, but not limited to, Defendants CBS RADIO INC. and CBS SPORTS RADIO's human resources policies, financial policies and internal control policies.

46. Upon information and belief, Defendant ENTERCOM monitored the compliance and effectiveness of its Human Resources policies and approved CBS RADIO's discipline and/or termination of their employees.

PLAINTIFF'S EMPLOYMENT HISTORY

47. In or about February 2006, PLAINTIFF became an employee of Defendants CBS RADIO as an Advertising Account Executive and worked at one of its Defendants' offices location in Farmington Hills, Michigan.

48. From in or about November 2012 up until her termination date of July 17, 2017, PLAINTIFF was employed as a Sports Account Executive by Defendant CBS RADIO's WFAN/Yankees Radio Network located at 345 Hudson Street, New York, New York.

49. PLAINTIFF's duties included being responsible for bringing in new Advertisers within the New York Yankees Radio Network, acting as a marketing consultant to medium and large sized companies; building and maintaining strong relationships with key decision makers through phone calls, face to face meetings and entertaining; creating successful digital and on air marketing solutions to raise brand awareness to clients' companies; keeping the clients aware of their campaign every step of the way, including pre-sale through post-sale; communicating on a daily basis internally to invent new and creative ways to increase sales; and staying updated on

current trends in the market to provide clients competitive advantages in advertising on Defendant CBS Radio.

50. During her employment, PLAINTIFF performed her duties in a satisfactory manner.

51. PLAINTIFF was consistently recognized for her outstanding sales achievements.

For example, PLAINTIFF achieved the following rankings:

- Finished the 2010 fiscal year 140% of her quota and was the second highest ranked salespersons out of 12 within her office.
- PLAINTIFF exceeded monthly budgets each month throughout 2010.
- PLAINTIFF received a financial incentive for ranking 3rd for achieving the most digital sales in 2010 out of her group of 65 sales representatives.
- PLAINTIFF ranked first of 65 other sales representatives in the Play by Play department for the most new revenue accrued within the Detroit Lions Radio Network in 2011.
- PLAINTIFF finished first with new business within the Detroit Tigers Radio Network in 2010 out of her group of 65 sales representatives.
- PLAINTIFF excelled in her sales position by receiving an incentive for PLAINTIFF's 1st place for achieving the most digital sales in 2011 out of her group of 65 sales representatives.
- PLAINTIFF sold close to \$1mm in sales in 2016 and as was on target as of June 2017 to achieve \$1mm in sales.

- PLAINTIFF was awarded “One to Watch” award in 2015 for her Yankee sales.
- PLANTIFF tied for an award for most new business in Yankee sales in 2015, which awarded a trip to spring training that Defendants never gave her.
- PLANTIFF won an award for most new Yankee business in 2016, which awarded her a trip to see the Yankees anywhere on the road which she also never received.
- PLANTIFF won many sales contests throughout her course of employment in New York, that including gift cards, Broadway show tickets, and sporting events.

52. In November 2012, PLAINTIFF came under the supervision of Defendant CBS RADIO’s General Manager ARGAMAN.

53. In or about November 2016, Defendant ZUKERMAN became PLAINTIFF’s immediate supervisor and held the position of Play by Play Manager for Yankee Sales.

54. At all relevant times, Defendant CBS RADIO’s WFAN/Yankee’s Radio Network Executive and/or Upper Management consisted of the following male managers, Marc Rayfield¹, Market Manager, Greg Janoff, Director of Sales for AM’s, Sean Argaman, General Sales Manager WFAN, Donovan Welsh, Local Sales Manager, WFAN and

¹ Marc Rayfield was transferred to run CBS Radios in New York as the Marketing Manager after he was named as a Defendant along with CBS Radio for claims of sex discrimination and sexual harassment in the matter of Shelley Kanther v. CBS Radio, Inc., and CBS Radio, Inc. of Philadelphia, 2:11-cv-07835-TON, (filed 12/23/2011).

Mark Zukerman, Local Sales Manager, Yankees Play by Play, and Jenn Donohue, Director of Sales for FM's who was the only female manager creating a 6:1 ratio of male to female sales managers.

55. At all relevant times, PLAINTIFF was one of five female sports executives out of twenty five male executives creating a ratio of 80:20% male/female.

56. At all relevant times, Defendants' male employees were afforded more favorable treatment, compensation and pay scales in comparison to female counter-parts as well as promotional opportunities.

57. PLAINTIFF's male coworkers, including and in particular, CBS SPORTS radio sales team, radio personalities, department heads and management level employees, subjected PLAINTIFF and female coworkers to sexual comments, outrageous sexual solicitations, unwelcome touching, innuendoes and hostility on a near daily basis. At various times, such behavior was conducted in the presence of Management and Human Resources and went unabated.

58. Throughout her employment, PLAINTIFF was forced to endure continuous and repeated sexual harassment in the form of sexual comments, innuendos, jokes and inappropriate touching from Defendants' male employees including, BENIGNO.

59. At all relevant times, Defendant CBS RADIO failed to enforce its Human Resources policies, including, but not limited to, discrimination and anti-harassment policies, work place violence, anti-gambling, drug use and alcoholism, relationships in the workplace, discipline and termination.

60. While employed by Defendants, PLAINTIFF, along with her coworkers, were not afforded any meaningful sexual harassment and/or anti-retaliation, training, and/or complaint procedure.

61. At all relevant times, Margaret Marion was the Director of Human Resources for Defendant CBS RADIO.

62. At various times, Defendant BENIGNO made sexist comments, flirtations innuendos to and in the presence of Defendants' HR Director, Marion fostering an "anything goes" culture and lack of enforcement of sexual harassment policies and in particular, policies prohibiting sexual relationships between employees.

63. At various times, HR Director, Ms. Marion laughed at Defendant BENINGO's sexual jokes and innuendos made to her and in the presence of female employees. At times, Ms. Marion participated in Defendants' gambling pools in violation of Defendants' policies.

64. At all relevant times, Defendants' purported complaint procedure stating that "CBS strongly urges the reporting of all incidents of discrimination, harassment or retaliation regardless of the offenders' identity or position so that rapid and constructive action can be taken," was ignored, unenforced and ineffective.

65. Defendants CBS RADIO, by its management and employees, created, allowed and condoned, a "Wild West", "Mad Men", "Animal House", "Anything Goes" and "Sexist" culture to exist in their office resulting in flagrant sexual harassment, gender bias, unequal pay, unequal terms of commission, targeting of complainants and

retaliation as well as protection and concealment of favored male talent's sexual misconduct.

66. Defendant CBS RADIO's corporate culture, created, permitted and/or condoned a hostile work environment based on sex.

67. Defendant CBS Radios' hostile work environment directly interfered with PLAINTIFF's ability to perform her job duties and subjected her to both physical and psychological injuries and the loss of your good name, reputation and likelihood.

Sexual Harassment/Hostile Work Environment
"Pickle Back Shots" and "Strip Clubs"

68. Defendant CBS RADIO fostered a culture that permitted drinking alcohol in the office during work hours and at sporting events. Jameson Whiskey and Pickle back shots were often the choice of alcohol and monies were given by the managers to the assistants to buy the liquor.

69. In 2016 and 2017, male managers and sports executives, including, but not limited to, Defendant ARGAMAN and Donovan Welsh drank shots on Fridays with their assistants at the office. Bottles of liquor were kept in Donovan Welsh's bottom desk drawer and around the office.

70. During PLAINTIFF's employment, Defendants permitted alcohol to be served to their clients and to employees at CBS SPORTS RADIO events.

71. During PLAINTIFF's employment, Defendants permitted their sports executives, including PLAINTIFF, to have a monetary budget for the food and alcohol served at their sponsored sports events to entertain clients. Budgets were submitted and

approved by the Defendants' finance department. Any "extra" liquor required approval by management. A rule of thumb was not to exceed \$2,000.00 per game. However, there were several occasions where the \$2,000 soft limit was breached due to clients' requests for more alcohol. There were several occasions that the total bill doubled beyond the \$2,000 to approximately \$4,000.00.

72. For example, on December 5, 2015, CBS SPORTS RADIO executives held a tailgate party at the Jets/Giants game. Defendants chartered a luxury bus that was owned by another client to transport clients from their radio station to MetLife stadium. Plaintiff's supervisor, ARGAMAN traveled on the luxury bus with Defendants' clients. The luxury bus was equipped with a stocked refrigerator containing alcohol for clients and employees attending the event. Tequila was served at 10:00 a.m. on the way over to the stadium and alcohol continued to be served once the clients and the employees entered the company suite for the Jets/Giants game.

73. At this event, one of Defendants' clients was so intoxicated he fell down in the suite and later passed out on the bus ride home. During the rowdy event, the client damaged the bus by shattering a marble counter when opening a beer bottle. Defendants were made aware of the damages incurred by their client who owned the bus.

74. On another occasion, PLAINTIFF's male coworker hosted PLAINTIFF's clients in the Yankee suite in her absence. As per usual policy, alcohol was provided. When PLAINTIFF checked in with her male coworker on the event, he commented to PLAINTIFF that one of the female guests wanted to "suck his dick."

75. During PLAINTIFF's employment, Defendants knew and permitted the practice of taking prospective clients to strip clubs, especially during Yankee spring training trips. Defendants permitted clients to attend the trips as part of their advertising incentives. Company funds were used to sponsor these activities for "entertainment purposes" in hopes of bringing in new business.

76. On one particular occasion, PLAINTIFF's male coworker took clients to the Yankee Legend Seats and then to a strip club. The male coworker received approval to Defendant ARGAMAN's business credit card to pay for client expenses. The next day, after entertaining the clients, PLAINTIFF's male coworker was so hungover that he did not show up to work until 2:00 p.m. to return the credit card to Defendant ARGAMAN. During a meeting with Defendant ARGAMAN, the male coworker and PLAINTIFF, the male coworker, (who appeared drunk and smelling of alcohol), told the sordid details of his strip club experience with clients. He admitted paying for two prostitutes (cost \$1,300) which he put on his own credit card and was seeking reimbursement. In response, Defendant ARGAMAN asked "Do you think we will get the business?" The male coworker was allowed to go home early to sleep off the hangover.

77. During PLAINTIFF's employment, Defendants' Sports Executives took clients out for lunches where multiple bottles of wine were purchased and consumed. For example, in April 2017, Defendant ZUKERMAN ordered five bottles of wine during a client luncheon, followed by three more bottles at happy hour with that same client on the same day.

78. Defendant ZUCKERMAN was not required to seek Company approval for the “extra liquor” nor was he reprimanded in any manner. At the luncheon, PLAINTIFF and Mr. ZUCKERMAN arrived together to the restaurant prior to the clients arriving. When entering the restaurant, Mr. ZUCKERMAN noticed the red velvet drapes as he entered the dining room and remarked to PLAINTIFF “Am I getting a happy ending?”

79. During the 2016 Christmas party held at Defendants’ office, Defendants CBS RADIO supplied numerous bottles of wine and beer. Employees were permitted to drink the wine and beer in their office cubicles and engage in flip cup drinking games.

80. At the Defendants’ Christmas 2016 party, Manager, Donovan commented to PLAINTIFF “as long as you bring money in I don’t care what you do with your personal life.”

81. During PLAINTIFF’s employment, her supervisor, Defendant ARGAMAN made negative comments to her about PLAINTIFF’s personal life and remarked that “if you were a football player in the draft, your pick would drop from 1st round to 8th round.”

82. In 2016, Defendant ZUCKERMAN spread a rumor that PLAINTIFF was spending time with one of her male coworkers, that they were seen together on T.V. at a baseball game and that they may be “fooling around” in the office.

83. PLAINTIFF was called into HR Director, Margaret Marion’s office to question her about the rumors and told PLAINTIFF that she was going to “investigate the situation.” PLAINTIFF complained that these were false rumors spread against her and that there was disparate treatment of males versus females in enforcement of alleged violations of company policies.

84. Various other employees were rumored to have engaged in sexual relationships including, Manager, Donovan Welsh and his female assistant, who were seen constantly alone in his office.

85. HR did not conduct an investigation of Welsh's relationship with his female assistant.

86. HR did not conduct any investigation of Defendant BENIGNO's sexual relationships with female employees.

87. Defendants' male employees who violated the Defendants' policies did not suffer any adverse consequences to their terms and conditions of employment.

Sexual Harassment / quid pro quo
"Threesomes" and "Prostitutes"

88. At all relevant times, Defendant BENIGNO, was a well-known radio personality broadcast on Defendant CBS RADIO's WFAN (AM) network between 10:00 a.m. and 1:00 p.m. weekday mornings.

89. In November 2014, Yankees went from CBS 880 to WFAN Radio. At that time, PLAINTIFF was moved down to WFAN's floor where Defendant BENIGNO's show was broadcasted.

90. During the broadcast of Defendant BENIGNO's show, commercial breaks were taken about every 20 minutes.

91. In 2015 and in 2016, during his commercial breaks, Defendant BENIGNO often came over to PLAINTIFF's cubicle to flirt with her and ask her personal questions.

92. At various times, Defendant BENIGNO commented inappropriately about PLAINTIFF's physical appearance, her hair, jewelry and clothing.

93. On these various occasions, Defendant BENIGNO rubbed PLAINTIFF's back and whispered in her ear about having "threesomes" with him and his wife and prostitutes as well having "threesomes with him and his wife" and other females in the office.

94. Defendant BENIGNO described to PLAINTIFF in detail about the "threesomes" he had with a prostitute and his wife in Las Vegas.

95. Defendant BENIGNO showed PLAINTIFF a nude photo of his wife with a prostitute and propositioned PLAINTIFF to join him, his wife and a prostitute in sexual intercourse.

96. On various occasions, Defendant BENIGNO told PLAINTIFF about his fantasies of having Defendant's Human Resources Director, Ms. Marion in bed with him and commented that he can picture Marion being "wild in bed" and "hanging upside down from the chandelier."

97. Defendant BENIGNO admitted to PLAINTIFF that he was having a sexual affair with a female sales assistant. His affair with this assistant was well known around the office for over two years.

98. Defendant BENIGNO frequently gawked at female employees and rated them on their physical appearances. BENIGNO remarked to PLAINTIFF "besides you, Trish is my favorite, she's gorgeous and cool, Jess Lee and Ana are beautiful and the body on her, oh God, these are my top 3."

99. BENIGNO flirted with various female employees including telling one of the women that he likes some “meat on the bones” and told her to “shake it.”

100. BENIGNO’s office had a collage of Sports Illustrated bathing suit models plastered all over, along with a wall of photographs of female employees, and blown up photos of himself in the middle of these female employees, with personalized signatures from the female employees.

101. In 2016, Defendant BENIGNO filmed a short dance video for Defendants’ Sales Town Hall Meeting in which he chose his top rated female employees around the office to dance with him in the video.

102. On those occasions where Defendant BENIGNO sexually harassed her, PLAINTIFF rebuffed him, turned red with embarrassment and felt extremely uncomfortable.

103. When PLAINTIFF rebuffed BENIGNO’s advances, he loudly complained to another male coworker, “Can’t even give her a compliment.”

104. To avoid Defendant BENIGNO, PLAINTIFF would have to leave her desk during his show’s commercial breaks. His producer would have to repeatedly call BENIGNO’s to get him back on air.

105. On various occasions when Defendant BENIGNO harassed PLAINTIFF, a male coworker sent her emails poking fun of Defendant BENIGNO by attaching photos of Anna Nicole Smith with her 88 year old husband sitting on his lap.

106. After PLAINTIFF continued to rebuff Defendant BENIGNO's advances, and after the rumor Defendant ZUCKERMAN spread about PLAINTIFF being involved with a male coworker, Defendant BENINGO stopped coming to PLAINTIFF's desk.

107. Defendant BENIGNO moved on from PLAINTIFF to another female assistant. He would walk into her office during commercial breaks and comment how beautiful she was and tell her that he was infatuated with her.

108. BENIGNO would routinely sit on another female assistant's desk (which was located directly outside of Defendant ARGAMAN's office) and tell her how beautiful she was.

109. As a result of PLAINTIFF's rebuffing BENIGNO's various sexual advances, PLAINTIFF experienced retaliation from Defendant ZUKERMAN. Defendant ZUKERMAN and Defendant BENIGNO made it known in the office that they were close friends and colleagues. Defendant ZUKERMAN is also close friends with HR Director, Ms. Marion.

110. Despite Defendant BENIGNO's misconduct, Defendants CBS RADIO renewed Defendant BENIGNO's contract for another three years on November 9, 2017 as their on air broadcasted radio personality to host the CBS RADIO network's midday show².

² Defendant Benigno's former partner on his show, Sid Rosenberg was eventually fired after years of misconduct involving prostitutes, drugs and alcohol.

Disparate Treatment/Retaliation

111. Defendants' work environment fostered a "Bro's Club" where male managers favored male employees in the terms and conditions of their employment.

112. Defendant ZUKERMAN was a member of the "Bro's Club" that included various upper male management, including ZUKERMAN, Rayfield, radio personalities, including, BENIGNO, their male radio show producers and other upper male managers.

113. In addition to the Bro's club sexist atmosphere, Defendants' male sports executives were favored over female sports executive in various manners including, but not limited to:

- a) Assignment to males of lower sales quota numbers to meet their performance goals;
- b) Assignment to males of more lucrative accounts;
- c) Assignment and approval of greater perquisites, expense accounts and ticketing to sports events to male sports executives' clients;
- d) Assignment of less stringent performance standards or unenforced disciplinary policies relative to males.

114. After one male sales representative was assigned a large new account, he was given exclusive access to the Yankees Legend Box on Opening Day, a much sought after perquisite to host his clients at select Yankee games.

115. In comparison, in April 2017, Defendant ZUKERMAN assigned PLAINTIFF a much higher business budget attainment of \$200,000.00, while her male team members were assigned a much lower budget attainment of \$125,000.00.

116. Defendant ZUKERMAN often criticized PLAINTIFF's performance and efforts to bring in new business under his Yankee's budget in comparison to male team members.

117. Defendant ZUKERMAN referred to PLAINTIFF as being a "one hit wonder" despite PLAINTIFF having billed close to \$1mm in sales in 2016 and winning various sales awards over several years of employment.

118. In comparison, male managers regularly congratulated their male sports executives by email to all team members. For example, on July 6, 2017, Defendant ARGAMAN emailed PLAINTIFF's team congratulating one of PLAINTIFF's male team members, who closed 5k in business on his honeymoon. Defendant ARGAMAN wrote "when there is two minutes left in the game, you want the ball in [his] hands! Way to go Groom!" "Every salesmen should tip their cap to [him] on this once in a lifetime achievement."

119. Defendant ZUKERMAN interfered with PLAINTIFF's ability to service her clients properly and jeopardized her strong relationships developed over her career.

120. Defendant ZUKERMAN interfered with PLAINTIFF's ability to meet her sales quota by denying her clients various perquisites that he gave male sports executives, including and in particular, opening day tickets and post-game billboards.

121. On one occasion, Defendant ZUKERMAN refused to authorize PLAINTIFF to provide game day tickets promised to one of her longstanding clients of 6 years, because he claimed they did not spend enough money with Defendant CBS RADIO.

122. On another occasion, Defendant ZUKERMAN refused to authorize Derek Jeter Day tickets for PLAINTIFF's client after PLAINTIFF's client repeatedly requested the tickets and was promised tickets they had received every year prior.

123. In or about June 2017, at one of PLAINTIFF's client's events she was hosting, none of Defendants' managers made appearances to show support to PLAINTIFF. Defendant ZUKERMAN claimed the event was not a "Yankees event" so he did not need to attend. Defendant ARGAMAN also claimed that the managers were too busy that day and could not attend. In comparison, male managers would routinely attend male team member events.

124. Another example of disparate treatment involved PLAINTIFF having an important sales meeting with a new business account at Madison Square Garden. Several executives from this new account expected PLAINTIFF and a high level manager to attend the meeting. On the day of the meeting, Marketing Manager, Rayfield claimed he could not attend and left PLAINTIFF to scramble to find another manager to attend. PLAINTIFF was only able to get Donovan Welsh, who was a local sales manager, two executive levels below Rayfield and was unfamiliar with the new account.

125. Prior to this new account sales meeting, PLAINTIFF had set up the initial conference call with Defendant ARGAMAN and Rayfield on the call. Rayfield offered to fly out to Vegas to meet the account face to face. However, when the call ended, Rayfield told PLAINTIFF that it would just be him and Defendant ARGAMAN going to Vegas to meet the new client.

126. Defendant ZUKERMAN engaged in other harassing and exclusionary tactics including emailing PLAINTIFF to repeatedly request her whereabouts. Despite knowing PLAINTIFF was on sales calls that were logged online and easily verified, ZUKERMAN would email her "I don't know where you are" with a cc to Defendant ARGAMAN.

127. Defendant ZUKERMAN regularly emailed PLAINTIFF when she would come in past 8:30 a.m. despite male employees routinely coming in daily at 9:30 a.m. In comparison, Defendant ZUKERMAN did not scrutinize male sports executive's whereabouts as they were given unfettered permission to make their own hours and sales calls.

128. At various times, PLAINTIFF complained about ZUKERMAN's unfair treatment of her to Defendant ARGAMAN, who responded by instructing PLAINTIFF to "just deal" with ZUKERMAN.

129. At all relevant times, the discrimination and harassment in the CBS SPORTS RADIO AND WFAN SPORTS network was severe and pervasive.

130. Defendants, their employees and agents knew and/or should have known about the unlawful behavior.

Wrongful Termination and Assault Captured on Video

131. At all relevant times, Defendants maintained a suite at the Barclays Center, Brooklyn, New York to entertain clients at sporting events.
132. At all relevant times Defendants entertained clients at the Barclays suite, they provided food and alcohol in the suite.
133. On Thursday, July 13, 2017, Defendants hosted a sporting event at the Mayweather/McGregor Hype Tour Boxing Match at the Barclays Center, Brooklyn, New York. Various employees, along with a couple of clients were invited to the Defendants' suite.
134. During the World Press Conference/Hype event for the boxing match, Defendants' employees brought in alcohol to the Defendants' suite at Barclays. Most, if not all, attendees were drinking alcohol at the event.
135. PLAINTIFF and a former coworker arrived at approximately 7:30 p.m. after work. While watching the boxing event, tensions rose and remarks were exchanged by male employees comparing the two boxers. An argument broke out between Defendants' male employee and one of their former employees which erupted into an altercation involving several males in the suite.
136. During the altercation, which was captured on video, PLAINTIFF was struck in the face, pushed, knocked down and her arms held. She tried to break away, defend herself and help her former coworker, who was being assaulted in the suite by other male employees.

137. The following day, on Friday, July 14, 2017, PLAINTIFF was informed by her supervisor, Defendant ARGAMAN that she was being suspended until further notice. On that same day, Defendants interviewed all of the male employees in the suite. None of the male employees were suspended.
138. On the morning of Monday, July 17, 2017, PLAINTIFF was advised by her supervisor, Defendant ARGAMAN, in the presence of HR Director, Margaret Marion that she was being terminated for inviting her former CBS RADIO coworker into the suite, for acting “erratically” and was being held responsible for the entire drunken altercation in the suite.
139. Defendants terminated PLAINTIFF without proper cause and without proper investigation and review of the evidence, including the video. Defendants failed to give PLAINTIFF the opportunity to refute the allegations or watch the video. When PLAINTIFF arrived for the meeting, HR had all her termination paperwork already completed.
140. The video depicts that PLAINTIFF was assaulted, her arms held and knocked down while attempting to defend herself as best she could as one of the only females in the suite among a group of drunken male employees engaged in a fight.
141. As a result of the altercation between these male employees, PLAINTIFF sustained multiple hematomas after being grabbed, knocked down and struck in the face.
142. Defendants’ male employee, who was an actual participant in the altercation, was not disciplined, suspended nor terminated by Defendants.

143. PLAINTIFF was the only employee terminated. None of the Defendants' male employees involved were terminated as a result of this incident.

144. Following PLAINTIFF's termination, Defendants CBS RADIO informed PLAINTIFF's clients, that because PLAINTIFF hosted and was "in charge" of the Suite that night, and invited the former coworker who instigated the altercation, she was being held responsible for the behavior that took place and was terminated.

145. Defendants CBS RADIO tarnished PLAINTIFF's good reputation by falsely casting blame on her for an event that she was not "in charge of" and for a physical altercation between male employees that she did not instigate.

146. Defendants CBS RADIO discriminated against PLAINTIFF by terminating her for pretextual reasons.

Defamation/Intentional Interference with Prospective Employers

147. Following her termination, PLAINTIFF interviewed for a new job with another radio group in or about October 2017. On or about October 27, 2017, the prospective employer emailed PLAINTIFF that it wanted to hire her; however, after her supervisor spoke directly with Defendant CBS RADIO's management, and was told negative information about PLAINTIFF and the July 13, 2017 suite event, the company could not hire her.

148. Defendants CBS RADIO slandered PLAINTIFF's good name, which directly prevented PLAINTIFF from being employed. Thereafter, PLAINTIFF's former sales assistant was hired for the position titled "Director, National Sports Partnership" for this company yet had significantly less sales experience than PLAINTIFF.

149. Defendants' defamation of PLAINTIFF and interference with her economic opportunities has adversely impacted her reputation in sports radio on a national level.

150. In comparison, Defendants have protected and supported their male talent and radio personalities from adverse action and damage to reputation despite some having been brought up on criminal charges for misconduct.

151. Defendants intentionally injured PLAINTIFF's good name and reputation.

152. Defendants failed and refused to pay PLAINTIFF her earned commission sales from her clients' advertising prior to her termination despite due demand therefor.

FIRST CAUSE OF ACTION
Hostile Work Environment Based on Sex (NYSHRL)

153. PLAINTIFF repeats and realleges the allegations contained in the above paragraphs as if set forth at length.

154. Defendants' persistent, frequent and pervasive conduct created an atmosphere at CBS RADIO that was hostile, abusive, humiliating and degrading to their female employees and in particular, PLAINTIFF.

155. Defendants subjected PLAINTIFF to a hostile work environment permeated with harassment based on sex sufficiently severe and pervasive to alter the conditions of PLAINTIFF's employment, in violation of the New York State Executive Law § 296.

156. Defendants' violations were intentional and willful and done with a reckless indifference to the protections afforded to PLAINTIFF.

157. Defendants' violations occurred under circumstances that warrant imposition of punitive damages.

158. As a result of Defendants' creation of a hostile work environment, PLAINTIFF has suffered damages including, without limitation, deprivation of income and benefits, termination of employment, loss of opportunity for advancement and promotion, severe emotional distress, personal injuries, pain, suffering, inconvenience, mental anguish, humiliation and damage to reputation and career.

SECOND CAUSE OF ACTION
Sexual Harassment/ Quid Pro Quo (NYSHRL)

159. PLAINTIFF repeats and realleges the allegations contained in the above paragraphs as if set forth at length.

160. Defendants' aforesaid acts were committed in the course of their employment.

161. Defendant BENIGNO sought an inappropriate sexual relationship with PLAINTIFF.

162. Plaintiff was unlawfully subjected to *quid pro quo* sexual harassment.

163. As a result of Plaintiff's rebuffs and reporting of Defendant BENIGNO's sexual advances, she suffered retaliation and adverse effect to the terms and conditions of her employment in violation of New York State Executive Law § 296.

164. By reason of the Defendant's *quid pro quo* sexual harassment, PLAINTIFF suffered damages including, without limitation, deprivation of income and benefits, loss of opportunity for advancement and promotion, severe emotional distress, personal injuries, pain, suffering, mental anguish, humiliation and damage to reputation and career.

165. Defendants' acts were intentional, willful and done with a reckless indifference to the legal protections afforded to Plaintiff to be free from sexual harassment and/or retaliation.

166. Defendants' violations occurring under the aforementioned circumstances warrant imposition of punitive damages.

THIRD CAUSE OF ACTION
Discrimination Based On Sex (Disparate Treatment (NYSHRL)

167. PLAINTIFF repeats and realleges the allegations contained in the above paragraphs as if set forth at length.

168. By reason of Defendants' aforementioned acts, Defendants discriminated against PLAINTIFF on account of her sex during her employment with Defendant CBS RADIO.

169. Defendants discriminated against PLAINTIFF and/or other female employees on account of their sex in their hiring, promotion, training, treatment, retaliation, investigation of internal sexual harassment claims and violation of policies and termination during their employment with Defendants in violation of the NYS Executive Law § 296.

170. As a result of Defendants' discriminatory and adverse acts, PLAINTIFF has suffered damages including, without limitation, deprivation of income and benefits, loss of opportunity for advancement and promotion, severe emotional distress, pain, suffering, inconvenience, mental anguish, humiliation and damage to reputation and career.

171. Defendants' violations were intentional and willful and done with a reckless indifference to the protections afforded to PLAINTIFF.

172. Defendants' violations occurring under the aforementioned circumstances warrant imposition of punitive damages.

FOURTH CAUSE OF ACTION

Sex Discrimination - Disparate Impact (NYSHRL)

173. PLAINTIFF repeats and realleges the allegations contained in the above paragraphs as if set forth at length.

174. By reason of Defendants' aforementioned acts, Defendants discriminated against PLAINTIFF and/or other female employees on account of their sex on a regular and systematic basis during their employment with CBS.

175. Defendants discriminated against PLAINTIFF and/or other female employees on account of their sex in their hiring, promotion, training, treatment and termination during their employment with CBS and thus caused a disparate discriminatory impact upon female employees in violation of the NYS Executive Law § 296.

176. As a result of Defendants' discriminatory and adverse acts, PLAINTIFF has suffered damages including, without limitation, deprivation of income and benefits, loss of opportunity for advancement and promotion, severe emotional distress, pain, suffering, inconvenience, mental anguish, humiliation and damage to reputation and career.

177. Defendants' violations were intentional and willful and done with a reckless indifference to the protections afforded to PLAINTIFF.

178. Defendants' violations occurring under the aforementioned circumstances warrant imposition of punitive damages.

FIFTH CAUSE OF ACTION
Retaliation (NYSHRL)

179. PLAINTIFF repeats and realleges the allegations contained in the above paragraphs as if set forth at length.

180. By the aforementioned acts, Defendants were on notice that its practices and procedures violated various federal, state, and/or local statutes and/or regulations.

181. PLAINTIFF's rebuffs of Defendants' sexual harassment, complaints of hostile work environment and of disparate treatment resulted in retaliatory action taken against her that culminated in a pretextual reason for her termination in violation of the New York State Executive Law § 296.

182. As a result of Defendant's retaliation against her, PLAINTIFF suffered damages including, without limitation, deprivation of income and benefits, loss of opportunity for advancement and promotion, emotional pain, suffering, inconvenience, mental anguish, humiliation, and damage to reputation and career.

183. Defendants' violations were intentional and willful and done with a reckless indifference to the protections afforded to PLAINTIFF.

184. Defendants' violations occurring under the aforementioned circumstances warrant imposition of punitive damages.

SIXTH CAUSE OF ACTION
Hostile Work Environment Based on Sex (NYCHRL)

185. PLAINTIFF repeats and realleges the allegations contained in the above paragraphs as if set forth at length.

186. Defendants' persistent, frequent and pervasive conduct created an atmosphere at CBS that was hostile, abusive, humiliating and degrading to their female employees and in particular, PLAINTIFF.

187. Defendants subjected PLAINTIFF to a hostile work environment permeated with harassment based on sex sufficiently severe and pervasive to alter the conditions of PLAINTIFF's employment, in violation of the New York City Administrative Code § 8-101, *et seq.*

188. Defendants' violations were intentional and willful and done with a reckless indifference to the protections afforded to PLAINTIFF.

189. Said violations occurred under circumstances that warrant imposition of punitive damages.

190. As a result of Defendants' creation of a hostile work environment, PLAINTIFF has suffered damages including, without limitation, deprivation of income and benefits, termination of employment, loss of opportunity for advancement and promotion, severe

emotional distress, personal injuries, pain, suffering, inconvenience, mental anguish, humiliation and damage to reputation and career.

SEVENTH CAUSE OF ACTION
Aiding and Abetting (NYCHRL)

191. PLAINTIFF repeats and realleges the allegations contained in the above paragraphs as if set form at length.

192. As a result of the foregoing, the individual Defendants aided, abetted, incited, compelled and coerced acts forbidden under the NYC Administrative Code, § 8-101 *et seq.*, in violation of the NYC Administrative Code § 8-107(6).

193. As a result of Defendants' illegal conduct against her, PLAINTIFF has suffered damages, including, without limitation, deprivation of income and benefits, loss of opportunity, advancement, promotion, severe emotional distress, personal injuries, pain, suffering, mental anguish, humiliation and damage to reputation and career.

EIGHTH CAUSE OF ACTION
Defamation

194. PLAINTIFF repeats and realleges the allegations contained in the above paragraphs as if set form at length.

195. As a result of the foregoing, Defendants issued false statements regarding the PLAINTIFF's actions during the course of her employment and the events surrounding her termination to PLAINTIFF's prospective employers, her colleagues and other members of her professional community.

196. Defendants did slander PLAINTIFF's good name and reputation intentionally, recklessly and/or negligently to cause her harm.

197. As a result of Defendants' illegal conduct against her, PLAINTIFF has suffered damages, including, without limitation, deprivation of income and benefits, loss of opportunity for advancement and promotion, severe emotional distress, personal injuries, pain, suffering, mental anguish, humiliation and damage to reputation and career.

NINTH CAUSE OF ACTION

Intentional Interference with Prospective Employer and Economic Advantage

198. PLAINTIFF repeats and realleges the allegations contained in the above paragraphs as if set forth at length.

199. Defendants, by their agents, servants and/or employees intentionally and maliciously interfered with PLAINTIFF's economic right and/or economic advantage for gainful employment with prospective employer(s).

200. Defendants, by their agents, servants and/or employees, made material misrepresentations and concealed facts with the knowledge of the falsity of the representations made to third parties that injured and/or interfered with PLAINTIFF's prospective ability to secure gainful employment.

201. As a result of Defendants' illegal conduct against her, PLAINTIFF has suffered damages, including, without limitation, deprivation of income and benefits, loss of opportunity for advancement and promotion, severe emotional distress, personal injuries, pain, suffering, mental anguish, humiliation and damage to reputation and career.

202. Defendants' actions, by their agents, servants and/or employees toward PLAINTIFF were willful and intentional, and were made with the intent to vex, annoy, oppress and injure PLAINTIFF and her reputation, and therefore, PLAINTIFF is entitled to punitive damages.

WHEREFORE, Plaintiff LAUREN LOCKWOOD respectfully requests that this Court grant judgment for her and that it order and award her the following relief against the Defendants:

(1) Grant Plaintiff declaratory judgment that the acts, policies, practices, and procedures complained of herein violated Plaintiff's rights as secured by the New York City Administrative Code, § 8-101, and the New York State Executive Law § 296 and such other statutes that provide protection against discrimination;

(2) Grant Plaintiff preliminary and permanent injunctions, prohibiting the Defendants, their agents, successors, employees, and those acting in concert with them and at their direction from engaging in any of the practices set forth above and any other practice shown to be lawful or retaliatory or discriminatory on the basis of sex or gender with respect to compensation, terms, conditions and privileges of employment or from continuing or maintaining a policy, practice, custom or usage of denying, abridging, withholding, conditioning, limiting or otherwise interfering with the rights of Plaintiff to enjoy equal employment opportunities secured by law;

(3) Establish a mechanism for the enforcement of the injunctions by requiring the Defendants to present to the Court within 30 days of the issuance of the injunction, (a) a plan showing precisely and in detail how they will comply with the Court's order and

that they cease and desist from policies, practices, customs and usages of discrimination against Plaintiff and other persons similarly situated and (b) reimbursement for lost bonuses, health benefits, 401K contributions, social security, experience, training opportunities, and other benefits; in an amount to be proved at trial;

(4) Compensatory damages for emotional pain and suffering, mental anguish, humiliation, loss of reputation and opportunity and permanent disability in an amount to be proved at trial, but believed to exceed \$5,000,000;

(5) Liquidated damages in an amount to be awarded at trial;

(6) Punitive damages in an amount to be awarded at trial;

(7) Attorneys' fees, costs and disbursements;

(8) Interest; and

(9) Such additional relief to Plaintiff as the Court deems just and proper.

Dated: New York, New York
July 17, 2018

THE CLANCY LAW FIRM, P.C.
Attorneys for Plaintiff

By: _____/s/_____
Donna H. Clancy, Esq.
40 Wall Street, 61st Floor
New York, New York 10005
(212) 747-1744

VERIFICATION

STATE OF NEW YORK)
 ss.:
COUNTY OF NEW YORK)

Donna H. Clancy, an attorney at law, duly admitted to practice in the Court of the State of New York, affirms under the penalties of perjury, that:

I am the founding attorney of The Clancy Law Firm, P.C., attorneys of record for Plaintiff LAUREN LOCKWOOD.

I have read the foregoing VERIFIED COMPLAINT and know the contents thereof, and upon information and belief, I believe the matters alleged therein to be true.

The reason this verification is made by deponent and not by the Plaintiff is that the Plaintiff resides in a County and State other than the one in which the Plaintiff's attorneys maintain their office.

The source of deponent's information and the grounds for belief here are communications, papers, reports and investigations contained in the file.

Dated: New York, New York
 July 17, 2018

THE CLANCY LAW FIRM, P.C.
Attorneys for Plaintiff

By: _____/s/_____
Donna H. Clancy, Esq.
40 Wall Street, 61st Floor
New York, New York 10005
(212) 747-1744

SUPREME COURT OF THE STATE OF NEW YORK,
COUNTY OF KINGS

Index No.:

LAUREN LOCKWOOD,

Plaintiff,

-against-

CBS RADIO INC., CBS SPORTS RADIO, ENTERCOM COMMUNICATIONS CORP.,
JOSEPH BENIGNO, SEAN ARGAMAN, MARK ZUKERMAN, ABC CORPORATIONS
1-5 and JOHN DOES 1-10

Defendants.

SUMMONS and VERIFIED COMPLAINT

THE CLANCY LAW FIRM, P.C.

Attorneys for Plaintiff
40 Wall Street - 61st Floor
New York, New York 10005
(212) 747-1744

To Service of a copy of the within is hereby admitted.

Dated: -----20-----

Attorneys for Plaintiff

PLEASE TAKE NOTICE:

NOTICE OF ENTRY

that the within is a (certified) true copy of an Order duly entered
in the office of the clerk of the within named court

NOTICE OF SETTLEMENT

that and order of which the within is a true copy will be presented for settlement to
the HON. one of the judges of the

within named Court, at

On 20 at M.

Dated,

Yours, etc.