

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF TENNESSEE – NASHVILLE DIVISION

DEMETRIA KALODIMOS,

Plaintiff,

v.

MEREDITH CORPORATION d/b/a
WSMV CHANNEL 4,

Defendant.

Case No.: _____

COMPLAINT

JURY TRIAL DEMANDED

Plaintiff Demetria Kalodimos alleges as follows:

SUMMARY OF CLAIMS

1. Ms. Kalodimos brings this action alleging violations of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 621 *et seq.* (“ADEA”), Tennessee Human Rights Act and Disability Act, Tenn. Code Ann. § 4-21-101 *et seq.* (“THRA”), and Tennessee common law, against Meredith Corporation d/b/a WSMV Channel 4 (“Channel 4” or “Defendant”). Ms. Kalodimos intends to amend this action to allege violations of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.* (“Title VII”) concerning Channel 4’s continuing policy, pattern, and practice of gender discrimination, when she receives a Notice of Right to Sue from the Equal Employment Opportunity Commission (“EEOC”).

2. Ms. Kalodimos began her career at Channel 4 on February 1, 1984 and remained there as a respected journalist at the top of her game until she was terminated on December 4, 2017. During her three-plus decades of service, Ms. Kalodimos was widely regarded as “the face of Channel 4,” and received numerous accolades for broadcast and journalistic excellence.

3. The quality of Ms. Kalodimos’s work was irrelevant, however, because Channel 4 decided that Ms. Kalodimos was “too old,” based on gender and age stereotypes, and because she assisted other women who challenged bias at Channel 4. Channel 4 also undermined Ms.

Kalodimos at work, in violation of equal employment statutes and her employment contract, and tried to force her to quit.

4. Ms. Kalodimos overcame the obstacles thrown at her and continued to thrive at Channel 4. She received accolades from her peers and community up to and through her termination, including in late 2017 being voted Best Local Reporter and Best Local TV News Personality by the readers of the *Nashville Scene* and in early 2018 being awarded her third Investigative Reporters and Editors (IRE) Award, a national honor, for her work at Channel 4. Nevertheless, on December 4, 2017—after over three decades of excellent service—Channel 4 summarily ended Ms. Kalodimos’s employment without warning by leaving her a termination letter at the Channel 4 front desk.

THE PARTIES

Plaintiff Demetria Kalodimos

5. Ms. Kalodimos is a woman who lives in Brentwood, Tennessee. She is a citizen of the United States. She was 58 years old at the time of her termination by Channel 4.

6. Ms. Kalodimos was employed by Channel 4 from February 1, 1984 to December 4, 2017 in Nashville, Tennessee.

Defendant Meredith Corporation

7. Defendant Meredith Corporation is a corporation formed under the laws of the State of Iowa with its corporate headquarters in Des Moines, Iowa. Meredith Corporation owns, operates, and does business as “Channel 4” in the Middle Tennessee media market.

8. During all relevant times, Defendant was Ms. Kalodimos’s employer within the meaning of all applicable statutes.

9. During all relevant times, Defendant employed more than five hundred people.

JURISDICTION AND VENUE

10. This Court has original subject matter jurisdiction over ADEA claims pursuant to 28 U.S.C. § 1331 because they arise under the laws of the United States.

11. This Court also has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(a) because the matter in controversy exceeds the sum or value of \$75,000 and is between citizens of different states.

12. In addition, this Court has supplemental jurisdiction over the THRA and Tennessee common law claims because they arise from a common nucleus of operative facts with the federal claims and are so related to the federal claims as to form part of the same case or controversy under Article III of the United States Constitution.

13. Venue is proper in the Middle District of Tennessee under 28 U.S.C. § 1391 because a substantial portion of the events that gave rise to Ms. Kalodimos's claims occurred in this District, including Channel 4's alleged unlawful employment practices. This District has personal jurisdiction over Channel 4 because it maintains offices in this District, does business in this District, and many of the acts complained of and giving rise to Ms. Kalodimos's claims occurred in this District.

14. On January 8, 2018 Ms. Kalodimos timely filed a Charge of Discrimination (the "Charge") jointly with the Tennessee Human Rights Commission and EEOC, alleging violations of Title VII, the ADEA, and the THRA. On August 2, 2018, Ms. Kalodimos filed an Amended Charge of Discrimination (the "Amended Charge") providing further detail for these claims.

15. The Charge and Amended Charge were based on the same facts that gave rise to the claims in this Complaint. Ms. Kalodimos reserves the right to amend this Complaint to include claims under Title VII following any issuance of a Notice of Right to Sue by the EEOC.

FACTUAL ALLEGATIONS

Ms. Kalodimos Spent over Three Decades as One of Channel 4's Most Accomplished Employees.

16. Ms. Kalodimos was hired by Channel 4 on February 1, 1984, and remained one of Channel 4's most highly regarded news anchors for nearly 34 years.

17. During her tenure at Channel 4, Ms. Kalodimos received numerous accolades for broadcast and journalistic excellence, including: 16 Emmy Awards; 3 national Investigative

Reporters and Editors (IRE) Awards; 2 Edward R. Murrow Awards for investigative reporting; 3 National Headliner Awards; 2 American Women in Radio and TV Awards; AP Broadcaster of the Year (1997); numerous other AP awards and recognitions; and repeated recognition as “The Best Local TV News Personality” and “The Best Reporter” by Tennessee publications, including *The Nashville Scene* and *The Tennessean*. In 2016, she was inducted into the Tennessee Journalism Hall of Fame and awarded the National Academy of Television Arts & Sciences Silver Circle for lifetime career achievement.

18. Ms. Kalodimos remained one of the most lauded anchors at Channel 4 up through and following her termination. As described above, just two months prior to her termination, Ms. Kalodimos was *again* voted Best Local Reporter and Best Local TV News Personality by the readers of the *Nashville Scene* (a recognition she had received before). Following her termination, Ms. Kalodimos was awarded her third Investigative Reporters and Editors (IRE) Award, a national honor, for her work at Channel 4.

19. This public recognition was consistent with the exemplary internal performance reviews Ms. Kalodimos received during her tenure at Channel 4. For example, Ms. Kalodimos was consistently rated either “Exceeds Expectations” or “Fully Meets Expectations,” including in the last review she received before being terminated. In fact, in Ms. Kalodimos’s 2016 performance review (the year before she was terminated), her manager observed that her anchoring remained “top-notch.”

20. At the time she was terminated, Ms. Kalodimos expected that her long and successful career at Channel 4 would continue for years to come. Ms. Kalodimos never expressed an intent to retire from Channel 4.

21. The strength of Ms. Kalodimos’s contribution to Channel 4 was only confirmed following her departure. *The Tennessean* reported that, after terminating Ms. Kalodimos, Channel 4 lost ten to twenty percent of its news viewership.

Channel 4 Engages in a Pattern and Practice of Gender and Age Discrimination.

22. Channel 4 engages in a continuing pattern and practice of gender- and age-based discrimination, whereby Channel 4 removes more experienced women due to gender stereotypes about the competency and likeability of older women. While it routinely removes older on-air personalities and replaces them with younger on-air personalities due to age discrimination, Channel 4 moves to replace older females at a much younger age than older males.

23. Between May 2015 and Ms. Kalodimos's termination, Channel 4 ended its employment relationships with seven employees over 40 years old and replaced each with a younger employee.

24. Dating back to at least July of 2014, Ms. Kalodimos made clear to Channel 4's General Manager that she had no plans or intention to retire. Within two months, however, Channel 4 hired a much younger anchor named Tracy Kornet. In Ms. Kornet's televised introductory promo, Ms. Kornet explained that she watched Ms. Kalodimos deliver the news "a million years ago" when she was 17 years old. Although at the time the General Manager assured Ms. Kalodimos that she was "the Queen of Channel 4" and "no one [could] fill [her] shoes," it quickly became apparent that Channel 4 intended imminently to replace Ms. Kalodimos with Ms. Kornet.

25. Ms. Kalodimos also observed and was subjected to age-motivated ridicule, public berating, and criticism from Channel 4 management. For example, Channel 4 management told Ms. Kalodimos that her "Senior Editor" title—which she had contractually negotiated since at least 1992—was actually "meaningless," and laughed at the suggestion that she would remain the final arbiter of quality, accuracy, and style for her anchor copy during her final years at Channel 4.

26. As another example, on July 10, 2015, Ms. Kalodimos approached a producer to discuss a change to her introductory script for that evening's 6 o'clock newscast, which Ms. Kalodimos was scheduled to anchor. Instead of responding to her concerns about the lead, the Executive Producer falsely, loudly, and publicly attacked Ms. Kalodimos's ability to attract

viewership. When Ms. Kalodimos discussed her concerns about this exchange with News Director Jim Gilchrest, his only response was to march Ms. Kalodimos from his office, back out to the newsroom, and announce in front of the entire crew that Ms. Kornet would be replacing Ms. Kalodimos as the 6 o'clock anchor.

27. Ms. Kalodimos also observed Channel 4 management—including the General Manager and News Director—make statements indicating they considered her too old. For example, just prior to his departure in 2017, News Director Jim Gilchrest asked Ms. Kalodimos if she would rather be referred to as “anchor emeritus,” despite the fact that she was not retired and in fact continued anchoring and driving investigative reports.

28. Ms. Kalodimos was also subject to a hostile environment intended to undermine her and drive her out. For example, despite a massive enlargement of newsroom space, Ms. Kalodimos was assigned a reduced and non-private office space with maintenance issues, while younger on-air personalities were provided private works spaces (sometimes more than one).

29. Over the years, Ms. Kalodimos observed that Channel 4 reduces the role and influence of older on-air personalities before removing them entirely. This is what happened to Ms. Kalodimos. For example, both Mary Katherine Rooker and Matt Parker—longtime former producers for Channel 4—confided in Ms. Kalodimos that they were under pressure from Channel 4 management to “showcase” Ms. Kornet over Ms. Kalodimos. Ultimately, in the same press release in which it announced Ms. Kalodimos’s termination, Channel 4 announced that it would be expanding the role of a younger news anchor—Ms. Kornet.

30. Channel 4 management also spread false statements regarding Ms. Kalodimos’s termination that harmed her future employability, including by suggesting she “was about to retire” despite knowing she was actively attempting to negotiate a new employment contract at the time of her termination. For example, both Jennifer Johnson and Tracy Kornet were told by Channel 4 that Ms. Kalodimos was retiring.

31. During her employment, Ms. Kalodimos observed and was subjected to Channel 4’s disparate treatment of men and women around the terms and conditions of employment. For

example, Ms. Kalodimos's anchor schedule was shuffled, with no explanation, while male anchors were allowed to maintain consistent schedules. This happened to Ms. Kalodimos on multiple occasions and continued at least up until Jim Gilchrest departed as News Director in 2017.

32. Like other women at Channel 4, Ms. Kalodimos was excluded from key meetings. For example, up through the date of Ms. Kalodimos's termination, she was excluded from planning meetings about the special coverage that she was later expected to execute. Ms. Kalodimos also observed that when invited to such meetings, women were spoken over by their colleagues or ignored entirely.

33. Ms. Kalodimos witnessed that Channel 4 supports its male employees in advancing their careers outside the station, while women with the same opportunities are immediately fired and escorted out of the building if they accept. For example, when a female producer attempted to provide two weeks' notice to take a state spokesperson job, she was let go immediately, publically humiliated, and not permitted to retrieve her belongings before being escorted out of the building. Just a few months later, a younger male producer was permitted to give two weeks' notice to take a virtually identical job and was thrown a send-off party.

34. Men and women are also treated differently around leaves of absence. For example, when a woman was re-hired following a medical leave, she was forced to forego her seniority (and accept substantially less pay), while a similar male employee lost none of his seniority (and, presumably, none of his pay) when he returned following a voluntary resignation.

35. The discrimination Ms. Kalodimos experienced and observed at Channel 4 is consistent with parent company Meredith Corporation's conduct at its other network affiliated stations. Over the last fifteen years, at least seven gender and/or age discrimination lawsuits have been filed against Meredith Corporation by employees of its affiliates around the country.

Ms. Kalodimos Complained of Channel 4's Discriminatory Practices.

36. Over the last several years and up to her termination from Channel 4, Ms. Kalodimos advocated for other, older on-air personalities and women, including younger women, trying to navigate the culture of bias at Channel 4.

37. In October 2015, Ms. Kalodimos wrote a letter to Channel 4 management detailing the persistent gender and age discrimination she had observed. The letter identified several departures between May and October 2015 and stated: "I wish to make you aware of serious issues at WSMV involving what I believe to be a persistent pattern and practice of discrimination in the workplace, particularly on the basis of age and gender." Channel 4 did not acknowledge or address the issues identified in Ms. Kalodimos's letter.

38. Following three additional age-based departures between October 2015 and August 2016, Ms. Kalodimos wrote a second letter in August 2016 detailing her continued concerns. Again, Channel 4 took no action.

39. In August or September of 2016, Ms. Kalodimos reported allegations of discrimination to the EEOC. Four other employees of Channel 4 filed formal charges of discrimination against Channel 4 with the EEOC at that time.

40. On November 27, 2017, Ms. Kalodimos was named as a witness in a discrimination lawsuit ("the November 2017 Complaint") brought by three former employees of Channel 4. Although Ms. Kalodimos was not a party to their lawsuit, the employees included, as exhibits to the November 2017 Complaint, redacted versions of the complaint letters Ms. Kalodimos had written to Channel 4.

41. The media coverage that followed the November 2017 Complaint focused heavily on the allegations concerning Ms. Kalodimos, who was still a prominent news anchor at Channel 4. At the time, Ms. Kalodimos remained hopeful that she could stay on at Channel 4 and help change the culture from her position of leadership within.

Channel 4 Unlawfully Retaliated Against Ms. Kalodimos.

42. Ms. Kalodimos's objections to the gender and age discrimination she suffered and witnessed caused her to be targeted for greater hostility and mistreatment because of her gender and age.

43. Channel 4 management responded to Ms. Kalodimos's concerns with hostility. Ms. Kalodimos was both publicly berated and actively ostracized by key members of management. For example, the Channel 4 News Director met with Ms. Kalodimos only three times in her last eight months of employment, whereas the News Director met with younger anchors and news employees much more frequently.

44. On December 4, 2017, only one week after the November 2017 Complaint, Channel 4 informed Ms. Kalodimos of its decision to end her employment. After nearly 34 years with Channel 4, Ms. Kalodimos's termination came without even a conversation. After working a full day on an investigative report—despite it being a scheduled vacation day—Ms. Kalodimos was told to go to the newsroom administrative desk “to pick up something important.” There, Channel 4 had left an envelope containing a letter from General Manager Dale Woods (the “Termination Letter”). The Termination Letter informed Ms. Kalodimos that her contract would not be renewed.

45. At the time the Termination Letter was delivered, Ms. Kalodimos had expressed her desire to remain employed at Channel 4. As in prior years, Ms. Kalodimos hoped and intended to renegotiate a new contract with Channel 4 to begin after her existing contract expired on December 31, 2017.

46. Between December 4, 2017 and December 31, 2017, Channel 4 did not make any effort to negotiate with Ms. Kalodimos about her continued employment or a new employment contract. The only contact Ms. Kalodimos received was a phone call from the News Director, roughly ten days after the Termination Letter and after Ms. Kalodimos's departure, concerning an administrative detail of Ms. Kalodimos's termination.

47. The only other communication Ms. Kalodimos received from Channel 4 was on New Year's Day 2018. Channel 4 sent a letter by courier to Ms. Kalodimos's home address, reminding her that she had signed a "Covenant Not to Compete," which prevented her from seeking other similar employment for the first six months of 2018. After terminating Ms. Kalodimos by surprise right before the holidays, Channel 4 made sure she could not seek similar gainful employment due to an unfair and improper contract term.

48. Channel 4 compounded its bad faith by issuing false and misleading public statements about Ms. Kalodimos after the station received public backlash for its treatment of Ms. Kalodimos, stating about her departure: "Channel 4 offered an extension of [Ms. Kalodimos's] contract for the purpose of discussions, and hoped to continue supporting her journalistic work. However, we received no timely responses from her."

49. In the same press release, Channel 4 announced that it would be expanding the role of a younger news anchor—Tracy Kornet.

50. Channel 4's hostility toward Ms. Kalodimos continued after her termination. For example, though in early 2018 Ms. Kalodimos was awarded an IRE for her work on a long-term team investigation, Channel 4 removed her name when it submitted that same team investigation for an Edward R. Murrow award in the fall of 2018 (an award the team ultimately won). In so doing, at the same time it was blocking Ms. Kalodimos from holding another similar job, Channel 4 intentionally denied Ms. Kalodimos a national accolade she had earned that would have enhanced her resume and future employability.

Channel 4's Unlawful Conduct Caused Injury to Ms. Kalodimos.

51. Channel 4's actions—including the abrupt and harsh end to her three-plus decades of service at Channel 4—were intended to and did cause Ms. Kalodimos severe emotional distress.

52. Channel 4's years of discrimination and unlawful decision to force Ms. Kalodimos into an unwanted "retirement" caused stress and anxiety, humiliation, reputational damage, and other harms.

53. Ms. Kalodimos has also lost substantial income and other privileges and benefits of employment.

54. These harms were only exacerbated by the false statements Channel 4 publicly made about the circumstances of Ms. Kalodimos's termination, which further harmed her future employability.

55. Channel 4 also acted willfully or with reckless indifference to Ms. Kalodimos's right to work in an environment free from discrimination and retaliation.

56. To the extent that Channel 4 intentionally falsified, destroyed, or concealed records containing material evidence with the purpose of wrongfully evading liability in this case, the limitation on punitive damages codified at Tennessee Code § 29-39-104 should not apply.

57. Ms. Kalodimos has alleged injuries compensable through punitive damages that exceed the limitation codified at Tennessee Code § 29-39-104.

58. The limitation on punitive damages codified at Tennessee Code § 29-39-104 violates Ms. Kalodimos's "inviolable" right to a jury trial, as guaranteed by Article 1, § 6 of the Tennessee Constitution.

59. The limitation on punitive damages codified at Tennessee Code § 29-39-104 also violates the separation of powers mandated by Article II, §§ 1-2 of the Tennessee Constitution.

60. The limitation on punitive damages codified at Tennessee Code § 29-39-104 also violates Ms. Kalodimos's fundamental right to a full remedy, as guaranteed by Article 1, § 17 of the Tennessee Constitution.

CAUSES OF ACTION

FIRST CLAIM FOR RELIEF

Intentional Age Discrimination **(Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq.)**

61. Ms. Kalodimos incorporates the preceding paragraphs as alleged above.

62. Channel 4 engaged in an intentional, company-wide, and systematic policy, pattern, and/or practice of discrimination against its older on-air personalities, including Ms. Kalodimos. Channel 4 intentionally discriminated against Ms. Kalodimos in violation of the ADEA by, among other things:

- a. reducing Ms. Kalodimos's role and influence in the final years of her employment;
- b. targeting Ms. Kalodimos with age-motivated ridicule, public berating, and criticism;
- c. making derogatory statements about Ms. Kalodimos's age;
- d. spreading false statements about Ms. Kalodimos's plans for retirement;
- e. replacing Ms. Kalodimos with a younger anchor with fewer qualifications; and
- f. failing to take reasonable and adequate steps to prevent and correct Ms. Kalodimos's complaints of age discrimination.

63. Ms. Kalodimos believes and alleges that Channel 4 discriminated against Ms. Kalodimos through other acts, of which Ms. Kalodimos is presently unaware and which will be shown in the course of discovery.

64. The discriminatory acts that constitute Channel 4's pattern and/or practice of age discrimination have occurred both within and outside the liability period in this case.

65. As a direct result of Channel 4's discriminatory policies and/or practices as described above, Ms. Kalodimos suffered damages including, but not limited to, lost past and future income, compensation, and other benefits of employment.

66. The foregoing conduct constitutes illegal, intentional discrimination and unjustified disparate treatment prohibited by the ADEA.

67. Ms. Kalodimos requests relief as hereinafter described.

SECOND CLAIM FOR RELIEF

Intentional Age Discrimination **(Tennessee Human Rights Act, Tenn. Code Ann. § 4-21-101 et seq.)**

68. Ms. Kalodimos incorporates the preceding paragraphs as alleged above.

69. Channel 4 engaged in an intentional, company-wide, and systematic policy, pattern, and/or practice of discrimination against its older on-air personalities, including Ms. Kalodimos. Channel 4 intentionally discriminated against Ms. Kalodimos in violation of the THRA by, among other things:

- a. reducing Ms. Kalodimos's role and influence in the final years of her employment;
- b. targeting Ms. Kalodimos with age-motivated ridicule, public berating, and criticism;
- c. making derogatory statements about Ms. Kalodimos's age;
- d. spreading false statements about Ms. Kalodimos's plans for retirement;
- e. replacing Ms. Kalodimos with a younger anchor with fewer qualifications;
and
- f. failing to take reasonable and adequate steps to prevent and correct Ms. Kalodimos's complaints of age discrimination.

70. Ms. Kalodimos believes and alleges that Channel 4 discriminated against Ms. Kalodimos through other acts, of which Ms. Kalodimos is presently unaware and which will be shown in the course of discovery.

71. The discriminatory acts that constitute Channel 4's pattern and/or practice of age discrimination have been based in and emanated from within the State of Tennessee, and have occurred both within and outside the liability period in this case.

72. As a direct result of Channel 4's discriminatory policies and/or practices as described above, Ms. Kalodimos suffered damages including, but not limited to, lost past and future income, compensation, and other benefits of employment.

73. The foregoing conduct constitutes illegal, intentional discrimination and unjustified disparate treatment prohibited by the THRA.

74. Ms. Kalodimos requests relief as hereinafter described.

THIRD CLAIM FOR RELIEF

Intentional Gender Discrimination
(Tennessee Human Rights Act, Tenn. Code Ann. § 4-21-101 et seq.)

75. Ms. Kalodimos incorporates the preceding paragraphs as alleged above.

76. Channel 4 engaged in an intentional, company-wide, and systematic policy, pattern, and/or practice of discrimination against its female employees, including Ms. Kalodimos. Channel 4 intentionally discriminated against Ms. Kalodimos in violation of the THRA by, among other things:

- a. forcing Ms. Kalodimos to leave the company based on gender stereotypes about the value and merit of experienced women;
- b. applying different standards to the contributions of Ms. Kalodimos than to comparable men, such that Ms. Kalodimos was devalued compared to male peers of her same age;
- c. treating Ms. Kalodimos and her male peers differently around the terms and conditions of employment, including in scheduling, assignments, and office space;
- d. excluding Ms. Kalodimos from key meetings while not excluding men; and
- e. failing to take reasonable and adequate steps to prevent and correct Ms. Kalodimos's complaints of gender discrimination.

77. Ms. Kalodimos believes and alleges that Channel 4 discriminated against Ms. Kalodimos through other acts, of which Ms. Kalodimos is presently unaware and which will be shown in the course of discovery.

78. The discriminatory acts that constitute Channel 4's pattern and/or practice of gender discrimination have been based in and emanated from within the State of Tennessee, and have occurred both within and outside the liability period in this case.

79. As a direct result of Channel 4's discriminatory policies and/or practices as described above, Ms. Kalodimos suffered damages including, but not limited to, lost past and future income, compensation, and other benefits of employment.

80. The foregoing conduct constitutes illegal, intentional discrimination and unjustified disparate treatment prohibited by the THRA.

81. Ms. Kalodimos requests relief as hereinafter described.

FOURTH CLAIM FOR RELIEF

Retaliation

(Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq.)

82. Ms. Kalodimos incorporates the preceding paragraphs as alleged above.

83. Ms. Kalodimos engaged in protected activities, including making internal complaints of unlawful age discrimination and filing charges with the EEOC complaining of Channel 4's discriminatory policies and practices.

84. Channel 4 took adverse actions against Ms. Kalodimos with the purpose of retaliating against her because of her participation in protected activities during the liability period, including:

- a. reducing Ms. Kalodimos's role and influence at Channel 4;
 - b. stereotyping Ms. Kalodimos as an "older woman," whose value decreases with age and expires earlier than a male anchor's;
 - c. refusing to negotiate a renewed employment contract with Ms. Kalodimos;
 - d. terminating Ms. Kalodimos's employment;
 - e. making false statements about Ms. Kalodimos following her termination;
- and

- f. erasing Ms. Kalodimos's contributions to team successes following her termination, with the purpose and/or effect of harming her future employment opportunities.

85. Ms. Kalodimos suffered damages as a result of this retaliatory conduct including, but not limited to, lost past and future income, compensation, other benefits of employment, and extreme emotional distress.

86. Ms. Kalodimos requests relief as described herein.

FIFTH CLAIM FOR RELIEF

Retaliation **(Tennessee Human Rights Act, Tenn. Code Ann. § 4-21-101 et seq.)**

87. Ms. Kalodimos incorporates the preceding paragraphs as alleged above.

88. Ms. Kalodimos engaged in protected activities, including making internal complaints of unlawful gender and age discrimination and filing charges with the EEOC complaining of Channel 4's discriminatory policies and practices.

89. Channel 4 took adverse actions against Ms. Kalodimos with the purpose of retaliating against her because of her participation in protected activities during the liability period in the State of Tennessee, including:

- a. reducing Ms. Kalodimos's role and influence at Channel 4;
- b. stereotyping Ms. Kalodimos as an "older woman," whose value decreases with age and expires earlier than a male anchor's;
- c. refusing to negotiate a renewed employment contract with Ms. Kalodimos;
- d. terminating Ms. Kalodimos's employment;
- e. making false statements about Ms. Kalodimos following her termination;
and
- f. erasing Ms. Kalodimos's contributions to team successes following her termination, with the purpose and/or effect of harming her future employment opportunities.

90. Ms. Kalodimos suffered damages in the State of Tennessee as a result of this retaliatory conduct including, but not limited to, lost past and future income, compensation, other benefits of employment, and extreme emotional distress.

91. Ms. Kalodimos requests relief as described herein.

SIXTH CLAIM FOR RELIEF

Hostile Work Environment **(Tennessee Human Rights Act, Tenn. Code Ann. § 4-21-101 et seq.)**

92. Ms. Kalodimos incorporates the preceding paragraphs as alleged above.

93. Channel 4 subjected Ms. Kalodimos to pervasive hostility on the basis of her gender and age, which increased in severity after Ms. Kalodimos complained of discrimination at Channel 4.

94. Channel 4's conduct toward Ms. Kalodimos had the purpose or effect of creating an intimidating, hostile, and offensive working environment.

95. Ms. Kalodimos was treated with hostility by members of the Channel 4 management team, who took no action to correct their own behavior once they became aware of Ms. Kalodimos's concerns regarding gender and age discrimination.

96. Ms. Kalodimos suffered damages in the State of Tennessee as a result of this hostile work environment, including but not limited to extreme emotional distress.

97. Ms. Kalodimos requests relief as described herein.

SEVENTH CLAIM FOR RELIEF

Intentional Infliction of Emotional Distress

98. Ms. Kalodimos incorporates the preceding paragraphs as alleged above.

99. Channel 4 acted intentionally or recklessly with regard to Ms. Kalodimos's employment rights and personal well-being, in a manner that was so outrageous in character, and so extreme in degree, as to be beyond the pale of decency.

100. This conduct includes, but is not limited to, publicly belittling Ms. Kalodimos in the final years of her employment, reducing Ms. Kalodimos's role and influence after more than

three decades as a leader at Channel 4, spreading false rumors about Ms. Kalodimos's continued employability, forcing Ms. Kalodimos into an early retirement, and lying publicly about the circumstances of Ms. Kalodimos's termination in an effort to harm her future employability.

101. As a direct and proximate result of Channel 4's wrongful conduct, Ms. Kalodimos has sustained and will continue to sustain severe emotional distress, mental anguish, economic losses and other damages. Ms. Kalodimos is entitled to compensatory and equitable damages and declaratory relief in an amount to be proven at trial.

102. Ms. Kalodimos requests relief as described herein.

EIGHTH CLAIM FOR RELIEF

Negligent Infliction of Emotional Distress

103. Ms. Kalodimos incorporates the preceding paragraphs as alleged above.

104. Channel 4 acted carelessly and negligently regarding Ms. Kalodimos's right to work in an environment free from discrimination and retaliation.

105. This conduct includes, but is not limited to, publicly belittling of Ms. Kalodimos in the final years of her employment, reducing Ms. Kalodimos's role and influence after more than three decades as a leader at Channel 4, spreading false rumors about Ms. Kalodimos's continued employability, forcing Ms. Kalodimos into an unwanted "retirement," and lying publicly about the circumstances of Ms. Kalodimos's termination, in an effort to harm her future employability.

106. As a direct and proximate result of Channel 4's wrongful conduct, Ms. Kalodimos has sustained and will continue to sustain severe emotional distress, mental anguish, economic losses and other damages. Ms. Kalodimos is entitled to compensatory and equitable damages and declaratory relief in an amount to be proven at trial.

107. Ms. Kalodimos requests relief as described herein.

NINTH CLAIM FOR RELIEF

Breach of Contract

108. Ms. Kalodimos incorporates the preceding paragraphs as alleged above.

109. Ms. Kalodimos entered into a legally enforceable contract with Channel 4, with an effective date of January 1, 2015 (the “Contract”).

110. During the term of the Contract, Channel 4 sought to deprive Ms. Kalodimos of the opportunity to perform her job under the Contract, including by undermining her ability to continue leading the newsroom as a veteran anchor and investigative journalist, and undercutting her professional reputation for broadcast and journalistic excellence.

111. During the term of the Contract, Channel 4 also breached the following provisions, among others:

- a. Section 2(b): “During the term of this Agreement, Employee will be employed by Meredith at the Station as a Principal Anchor and Senior Editor.”
- b. Section 2(e): “During the term of this Agreement, Employee shall have top billing on any newscast in which she is the anchor or co-anchor.”

112. Ms. Kalodimos believes and alleges that Channel 4 breached the Contract by other acts and omissions, of which Ms. Kalodimos is presently unaware and which will be shown in the course of discovery.

113. The breaches by Channel 4 were material, going to the heart of the Contract.

114. As a direct and proximate result of Channel 4’s breaches, Ms. Kalodimos has suffered, and will continue to suffer, financial and other consequential damages, including but not limited to lost past and future income, compensation, and other benefits of employment, for a total amount to be shown at the time of trial.

115. As a further proximate result of Channel 4’s aforementioned conduct, Ms. Kalodimos has been compelled to retain legal counsel to obtain the benefits due under the Contract. Therefore, Channel 4 is liable to Ms. Kalodimos for those attorneys’ reasonably necessary fees in an amount to be determined at the time of trial.

116. Ms. Kalodimos requests relief as described herein.

TENTH CLAIM FOR RELIEF

Breach of the Implied Duty of Good Faith and Fair Dealing

117. Ms. Kalodimos incorporates the preceding paragraphs as alleged above.

118. Channel 4's practices demonstrate a bad faith refusal to negotiate with Ms. Kalodimos regarding the terms of her employment and a denial to Ms. Kalodimos of the full benefit of performance of the Contract.

119. During the term of the Contract, Channel 4 sought to deprive Ms. Kalodimos of the opportunity to perform her job under the Contract, including by undermining her ability to continue leading the newsroom as a veteran anchor and investigative journalist, and undercutting her professional reputation for broadcast and journalistic excellence.

120. Ms. Kalodimos believes and alleges that Channel 4 breached its duty of good faith and fair dealing by other acts and omissions, of which Ms. Kalodimos is presently unaware and which will be shown in the course of discovery.

121. As a direct and proximate result of Channel 4's breaches, Ms. Kalodimos has suffered, and will continue to suffer, financial and other consequential damages, including but not limited to lost past and future income, compensation, and other benefits of employment, for a total amount to be shown at the time of trial.

122. As a further proximate result of Channel 4's aforementioned conduct, Ms. Kalodimos has been compelled to retain legal counsel to obtain the benefits due under the Contract. Therefore, Channel 4 is liable to Ms. Kalodimos for those attorneys' reasonably necessary fees in an amount to be determined at the time of trial.

123. Ms. Kalodimos requests relief as described herein.

ELEVENTH CLAIM FOR RELIEF

Unlawful Restraint of Trade

124. Ms. Kalodimos incorporates the preceding paragraphs as alleged above.

125. Channel 4 required Ms. Kalodimos to sign an unlawful "Covenant Not to Compete," attached as Exhibit A to the Contract, which prohibited Ms. Kalodimos from

engaging in any of the following employment conduct for six months following her termination: (i) making any on-the-air appearance, cable system appearance, or other multichannel video programming distributor appearance (live or recorded) in any news, sports, weather, entertainment, or public affairs programming in the Nashville area; (ii) making any appearance (live or recorded) on a worldwide web site operated by or associated with any television station in the Nashville area; and (iii) authorizing her name, voice, or likeness to be used in any advertising or promotion within the Nashville area for any television station, cable system, or multichannel video programming distributor within the Nashville area. In other words, the Covenant prevented Ms. Kalodimos from engaging in any of the conduct that had defined her 34-year career.

126. Channel 4 had no legitimate business interest in limiting Ms. Kalodimos's employability in this manner.

127. Insufficient consideration existed to support the Covenant. The compensation Channel 4 paid Ms. Kalodimos was consideration for her continued employment at Channel 4, and could not constitute consideration for the destruction of Ms. Kalodimos's employability following her termination by Channel 4.

128. Channel 4 did not face any danger in the absence of the Covenant. Indeed, Channel 4 lost viewership following its termination of Ms. Kalodimos, despite the Covenant.

129. The Covenant placed an extreme economic hardship on Ms. Kalodimos. With no advance warning that she would be terminated, the Covenant deprived Ms. Kalodimos of her chief method of earning a living. With each month that Ms. Kalodimos was prevented from working, the Covenant further harmed her future employability.

130. The Covenant is inimical to the public interest, as it prevented Ms. Kalodimos—who has repeatedly been hailed as one of the best journalists in the Nashville area—from reporting the news to the Nashville community.

131. Ms. Kalodimos requests relief as described herein.

PRAYER FOR RELIEF

132. WHEREFORE, Ms. Kalodimos prays for relief as follows:
- a. A declaratory judgment that the practices complained of herein are unlawful and violate the ADEA and THRA;
 - b. A preliminary and permanent injunction against Meredith Corporation and its officers, agents, successors, employees, representatives, and any and all persons acting in concert with them, from engaging in policies, patterns, and/or practices that discriminate against Ms. Kalodimos because of her gender or age or participation in this lawsuit;
 - c. An order that Meredith Corporation institute and carry out policies, practices, and programs that provide equal employment opportunities for all employees regardless of gender or age, and that it eradicate the effects of their past and present unlawful employment practices;
 - d. An order appointing a monitor to ensure that Meredith Corporation complies with the injunctive provisions of any decree that the Court orders;
 - e. An order retaining jurisdiction over this action to ensure that Meredith Corporation complies with such a decree;
 - f. An order restoring Ms. Kalodimos to her rightful position at Meredith Corporation (*i.e.*, reinstatement), or in lieu of reinstatement, an order for front pay benefits;
 - g. An order for back pay (including interest and benefits) for Ms. Kalodimos;
 - h. All damages sustained as a result of Meredith Corporation's conduct, including damages for emotional distress, humiliation, embarrassment, and anguish, according to proof;
 - i. Exemplary and punitive damages in an amount commensurate with Meredith Corporation's ability to pay and to deter future conduct;

- j. Costs incurred herein, including reasonable attorneys' fees to the extent allowable by law;
- k. Pre-judgment and post-judgment interest, as provided by law; and
- l. Such other and further legal and equitable relief as this Court deems necessary, just, and proper.

JURY DEMAND

Ms. Kalodimos demands a trial by jury of any and all issues in this action so triable of right.

Dated: November 27, 2018

Respectfully submitted,

/s/ Kenneth S. Byrd

Kenneth S. Byrd

Mark P. Chalos (BPR # 19328)
Kenneth S. Byrd (BPR # 023541)
John T. Spragens (BPR # 031445)
LIEFF, CABRASER, HEIMANN & BERNSTEIN, LLP
222 Second Avenue South, Suite 1640
Nashville, TN 37201
Telephone: (615) 313-9000
Facsimile: (615) 355-9592
kbyrd@lchb.com
mchalos@lchb.com
jspragens@lchb.com

Kelly M. Dermody (*pro hac vice* pending)
Michelle A. Lamy (*pro hac vice* pending)
LIEFF, CABRASER, HEIMANN & BERNSTEIN, LLP
275 Battery Street, 29th Floor
San Francisco, CA 94111
Telephone: (415) 956-1000
Facsimile: (415) 956-1008
kdermody@lchb.com
mlamy@lchb.com

Attorneys for Plaintiff Demetria Kalodimos