

SUPREME COURT OF THE STATE OF NEW YORK
NASSAU COUNTY

RACHEL YONKUNAS,

Plaintiff,

-against-

ALTICE USA, INC. d/b/a
NEWS 12 LONG ISLAND,

Defendants.

Index No.:

SUMMONS

To the above-named Defendants:

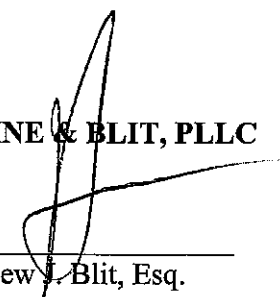
YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's attorney within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

The basis for the Venue designated is CPLR §503(a), as it is the county in which one or more of the parties reside.

Dated: Garden City, New York
November 29, 2024

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To: Altice USA, Inc. d/b/a News 12 Long Island
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Long Island City, New York 11101

RACHEL YONKUNAS,

Plaintiff,

-against-

ALTICE USA, INC. d/b/a
NEWS 12 LONG ISLAND,

Defendant.

PRELIMINARY STATEMENT

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JURISDICTION AND VENUE

3. Jurisdiction is proper in this Court pursuant to CPLR § 301.
4. Venue is proper in this Court pursuant to CPLR § 503.

THE PARTIES

5. Plaintiff is an adult woman who is a citizen of the State of New York.
6. Defendant News 12 is a foreign corporation duly organized in the State of Delaware with its principal place of business at 1 Court Square West, Long Island City, New York 11101.
7. News 12 is a 24-hour local news service dedicated to covering Long Island, including but not limited to the counties of Nassau and Suffolk.
8. At all times relevant to this Complaint, Defendant was the employer of Plaintiff.
9. At all times relevant to this action, Defendant was an “employer” within the meaning of applicable state and local statutes.
10. At all times relevant to this action, Plaintiff was an “employee” of Defendant within the meaning of applicable state and local statutes.
11. At all times relevant to this action, Plaintiff was qualified for her position with Defendant through her skills, training, knowledge, experience, and/or education, and performed the essential duties of her position.

FACTUAL ALLEGATIONS

12. On or about June 9, 2022, Ms. Yonkunas was hired by Defendant for the position of Investigative Reporter pursuant to a three-year employment agreement (the “Employment Agreement”) set to expire on June 9, 2025. Annexed hereto as “Exhibit A” is a true and accurate copy of the executed Employment Agreement dated April 8, 2022.

13. Throughout Ms. Yonkunas' employment with Defendant, she consistently received positive annual reviews with no prior indication of poor performance.
14. Despite her excellent performance throughout her employment tenure, Ms. Yonkunas was routinely subjected to discrimination due to her gender and/or sex, as Defendant created, perpetrated, and condoned a work environment in which females, including Ms. Yonkunas were routinely scorned and subjected to inferior treatment.
15. Ms. Yonkunas's male colleagues received preferential treatment regarding resources and support. For example, Ms. Yonkunas' male investigative counterpart in New Jersey was provided a full-time producer and photographer, while she had no producer, and her photographer was frequently reassigned to other projects. Despite promises of support, the male sports anchor was regularly prioritized for photographer assistance, often receiving support multiple days a week, while Ms. Yonkunas had no photographer assigned for months.
16. In or about April 2024, Ms. Yonkunas' male supervisors, Doug Richards ("Mr. Richards") and Stan Kowalski ("Mr. Kowalski"), terminated her part-time producer without providing a replacement, further hindering her ability to produce stories. Additionally, Mr. Richards refused to assign freelance photographers to assist with her shoots.
17. In contrast, male employees of Defendant who were similarly situated to Ms. Yonkunas consistently received adequate production support and did not have essential production members removed without replacement.
18. Throughout her employment, Ms. Yonkunas, as the station's only female investigative reporter, faced frequent workplace obstacles deliberately imposed by Defendant to hinder her ability to perform her duties.

19. On numerous occasions, Mr. Richards pulled Ms. Yonkunas's stories from airing just an hour before the show, while stories produced by her male colleagues were prioritized.
20. Upon information and belief, despite producing a comparable volume of stories to her male counterpart in New Jersey, Ms. Yonkunas's output was unfairly scrutinized, whereas her male colleague faced no similar scrutiny.
21. Further, high-profile assignments were consistently given to male reporters. For instance, despite Ms. Yonkunas' significant contributions to the Gilgo Beach investigation, Mr. Richards assigned the story to a male reporter, disregarding both her and her female colleague's input. Defendant's blatant favoritism of male reporters deprived Ms. Yonkunas of key professional opportunities and recognition.
22. While Ms. Yonkunas's male investigative counterpart in New Jersey was permitted to have his producer attend bi-weekly meetings on his behalf, Ms. Yonkunas was not granted the same flexibility. Ms. Yonkunas's attempts to engage Mr. Richards for regular meetings and copy edits were frequently ignored or delayed, while her male counterparts did not face such delays.
23. On or about August 20, 2024, Defendant, acting through her male supervisors, Mr. Kowalski and Mr. Richards, placed Ms. Yonkunas on an unjustified "action plan," requiring her to produce at least three investigative stories per week from the one to two that she was allegedly providing prior and a new requirement that was never part of the Employment Agreement or previously discussed.
24. This "action plan" manufactured by Defendant was used as a pretext to impose unreasonable performance objectives specifically targeting Ms. Yonkunas as a female investigative

- reporter in order to fabricate an unlawful basis to terminate her employment or force her to work on the morning show for a lower salary and pursuant to a new two-year contract.
25. As further evidence, just two weeks before placing her on an unjustified “Action Plan”, Mr. Richards began heavily editing Ms. Yonkunas’s scripts, despite no previous issues with her writing.
26. This discriminatory tactic aligns with a broader pattern of gender-based marginalization within Defendant’s organization, where female reporters are systematically undermined and pushed out of key roles.
27. At the very least, this was a concerted effort by Defendant to avoid its obligations under the parties’ Employment Agreement.
28. The unjustified “action plan” caused Plaintiff severe emotional distress, leading to medical treatment for depression and anxiety.
29. On September 20, 2024, 30-days after the action plan was implemented, Mr. Kowalski and Mr. Richards presented Ms. Yonkunas with an unlawful ultimatum by which she either: (i) accept termination effective immediately; or (ii) accept by September 23, 2024 (later moved to September 25th) a lower-paying morning reporter position with a \$10,000.00 reduction in salary and a new two-year contract.
30. This demotion was not only baseless but also a clear manifestation of gender discrimination, aiming to displace a successful female investigative reporter from her rightful position.
31. Indeed, Mr. Kowalski, repeatedly reiterated this ‘take it or leave it’ offer by emphasizing that they “did not want her to leave” and that this new role would be a great fit for all.
32. Moreover, the failure of Defendant to provide Ms. Yonkunas with the promised support and weekly meetings to improve her performance further underscores the discriminatory intent

behind the “action plan,” revealing it as a sham designed to force her into a diminished role due to her gender.

33. Defendant’s actions were a calculated effort to coerce Plaintiff into the lower-paid role to bolster News 12’s morning show.
34. On September 23, 2024, in an act of good faith and professional commitment, Ms. Yonkunas reported to work in accordance with her obligations under the parties’ Employment Agreement, as Defendant refused to document its ultimatum in writing.
35. Upon her arrival at work, Ms. Yonkunas was met with further discriminatory hostility when she was informed by Jackie Marmol and Mr. Kowalski that her employment with Defendant was terminated effective immediately for reporting to work while the ultimatum was pending.
36. This abrupt and humiliating termination, devoid of any legitimate basis, is indicative of the Defendant’s discriminatory practices employed against Ms. Yonkunas due to her gender and/or sex.
37. Despite having committed no wrongdoing, Ms. Yonkunas was unjustly treated with undue severity by being escorted out of the workplace without her personal belongings and subjected to further humiliation and embarrassment in front of her peers and colleagues. This action exacerbated the distress caused by Defendant’s prior discriminatory conduct.
38. Ms. Yonkunas initially suffered an adverse employment action when she was presented with an ultimatum: accept a materially adverse change in the terms and conditions of her employment or face termination. This action was exacerbated when she was subsequently terminated merely for reporting to work.

39. Furthermore, upon information and belief, the pattern of treatment she endured reflects a systemic issue within Defendant's organization, wherein female employees are unfairly targeted, undermined, and removed from their positions without just cause.
40. Additionally, Defendant's actions breach the terms of the parties' Employment Agreement, which did not authorize termination under the circumstances presented here.
41. Defendant breached the Employment Agreement by terminating Plaintiff without cause as defined by the Employment Agreement.
42. As a result of Defendant's discriminatory termination, Plaintiff has suffered past and future economic loss of income and benefits of employment, and suffered emotional distress, mental anguish, and humiliation.

FIRST CAUSE OF ACTION AGAINST DEFENDANT
(Discrimination based upon Gender and/or Sex in Violation of the NYSHRL)

43. Plaintiff hereby repeats and realleges each allegation set forth above with the same force and effect as if more fully set forth herein.
44. Pursuant to the NYSHRL, it is an unlawful employment practice for an employer to discharge from employment or discriminate against an employee in compensation, terms, conditions, or privileges of employment based on that employee's gender and/or sex.
45. Plaintiff is a member of the protected class.
46. Plaintiff suffered adverse employment actions against her as described above, due to her gender and/or sex.
47. Defendant condoned the discriminatory and harassing acts and practices as alleged above.
48. As a result of Defendant's actions, Plaintiff was wrongfully terminated from her employment and has suffered and will continue to suffer substantial losses, including loss of past and

future earnings and other employment benefits, and has suffered other monetary and compensatory damages, for *inter alia*, mental anguish, emotional distress, and humiliation.

49. Defendant acted intentionally and with malice and reckless indifference to Plaintiff's statutory rights under the NYSHRL, and are thereby liable to Plaintiff for punitive damages.

SECOND CAUSE OF ACTION AGAINST DEFENDANT
(Breach of Contract)

50. Plaintiff hereby repeats and realleges each allegation set forth above with the same force and effect as if more fully set forth herein.
51. Pursuant to the acts and practices alleged herein, Plaintiff and Defendant entered into a legally enforceable binding contract when both parties signed the Employment Agreement.
52. At all times relevant to this action, Plaintiff performed her duties under the contract.
53. Pursuant to the acts and practices alleged herein, Defendant breached the Employment Agreement.
54. As a direct result of Defendant's breach of contract, Plaintiff has sustained measurable economic losses.

THIRD CAUSE OF ACTION AGAINST DEFENDANT
(Hostile Work Environment based upon Gender and/or Sex in Violation of the NYSHRL)

55. Plaintiff hereby repeats, reiterates, and realleges each and every allegation set forth above with the same force and effect as if more fully set forth herein.
56. Plaintiff is a member of a protected class.
57. Pursuant to the acts and practices alleged herein, Plaintiff was subjected to a hostile work environment due to her gender and/or sex.
58. Pursuant to the acts and practices alleged herein, Plaintiff was treated less well than others due to her gender and/or sex.

59. As a result of Defendant's actions, Plaintiff was discriminated against in her employment and has suffered and will continue to suffer substantial losses, including loss of past and future earnings and other employment benefits, and has suffered other compensatory damages, for *inter alia*, mental anguish, emotional distress, and humiliation.
60. Defendant acted intentionally and with malice and reckless indifference to Plaintiff's statutory rights under the NYHRL, and is therefore liable to Plaintiff for punitive damages.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court enter a judgment containing the following relief:

- a) An order declaring that the acts and practices of Defendant, complained of herein, are in violation of the NYSHRL and Defendant has breached its contract with Plaintiff;
- b) An order enjoining Defendant from engaging in the unlawful activities alleged above;
- c) An order awarding monetary damages for Plaintiff representing the economic losses sustained as a result of the violations of the NYSHRL, including back pay and front pay;
- d) An order awarding compensatory damages to Plaintiff arising from the emotional distress and mental anguish caused by Defendant's unlawful conduct;
- e) An order awarding punitive damages to Plaintiff;
- f) An order awarding prejudgment interest;
- g) An award of Plaintiff's reasonable attorney's fees;
- h) An award of the Plaintiff's costs of this action; and

i) Any such other and further relief this court deems just and equitable.

Dated: Garden City, New York
November 29, 2024

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