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FILED

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6 Attorneys for Plaintiff, ANDRE BRISCOE

7
 8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 9 **FOR THE COUNTY OF MONTEREY - MONTEREY COURTHOUSE**
 10

11 **ANDRE BRISCOE,**
 12 **Plaintiff,**

Case No. **M96266**

ICJ:
DEPT:

13 v.

14 **MONTEREY COUNTY HERALD, a**
business entity form unknown;
 15 **MEDIANEWS GROUP, INC., a Delaware**
corporation authorized to do business in
 16 **California; CALIFORNIA NEWSPAPERS**
LIMITED PARTNERSHIP, a Delaware
 17 **partnership authorized to do business in**
California; DOES 1 through 100, inclusive,

COMPLAINT FOR DAMAGES

1. DISCRIMINATION
2. RETALIATION
3. WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY

18 **Defendants.**

19
 20
 21 **Plaintiff, ANDRE BRISCOE, for causes of action against Defendants, and each of them,**
 22 **alleges as follows:**

23 **I.**

24 **GENERAL ALLEGATIONS**

25 **(As to All Causes of Action)**

26 **1. Plaintiff, ANDRE BRISCOE ("BRISCOE"), is an African-American individual**
 27 **residing in Monterey County, California.**

28 **///**

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1 2. Defendant, MONTEREY COUNTY HERALD, is a business entity, form
2 unknown, authorized to do business and doing business in Monterey County, California.
3 Defendant, MONTEREY COUNTY HERALD, is owned by Defendant, MEDIA
4 NEWSGROUP, INC.

5 3. Defendant, MONTEREY COUNTY HERALD, employs more than five (5)
6 employees.

7 4. Defendant, CALIFORNIA NEWSPAPERS PARTNERSHIP, is a Delaware
8 partnership authorized to do business and doing business in California. Defendant
9 CALIFORNIA NEWSPAPERS PARTNERSHIP is owned by Defendant, MEDIANEWS
10 GROUP, INC.

11 5. Defendant, CALIFORNIA NEWSPAPERS PARTNERSHIP, employs more than
12 five (5) employees.

13 6. Defendant, MEDIANEWS GROUP, INC., is a Delaware corporation authorized
14 to do business and doing business in California.

15 7. Defendant, MEDIANEWS GROUP, INC., employs more than five (5) employees.

16 8. The true names and capacities of DOES 1 through 100, inclusive, whether
17 individual, corporate, associate or otherwise, are unknown to BRISCOE at the time of filing this
18 complaint and BRISCOE, therefore, sues said Defendants by such fictitious names and will ask
19 leave of court to amend this complaint to show their true names or capacities when the same
20 have been ascertained. BRISCOE is informed and believes, and thereon alleges, that each of the
21 DOE Defendants is, in some manner, responsible for the events and happenings herein set forth
22 and proximately caused injury and damages to BRISCOE as herein alleged.

23 9. At all times herein mentioned, each of the Defendants was the agent and employee
24 of each of the remaining Defendants and was at all times herein mentioned acting within the
25 scope of said agency and employment. BRISCOE is further informed and believes, and thereon
26 alleges, that each of the Defendants herein gave consent to, ratified, and authorized the acts
27 alleged herein to each of the remaining Defendants.

28 ///

1 17. In 2006, BRISCOE was nominated and elected vice-chair of Defendant
2 MONTEREY COUNTY HERALD’S local union, which is under the leadership of the San Jose
3 Newspaper Guild and was set to begin contract negotiations with Defendant, MONTEREY
4 COUNTY HERALD, on November 12, 2007.

5 18. On or about November 11, 2007, in preparation for the commencement of contract
6 negotiations, Russ Cain, another local San Jose Newspaper Guild representative, provided
7 BRISCOE with a list of pay rates, raises, evaluations and classifications each MONTEREY
8 COUNTY HERALD employee received at the time of hire and during the course of employment
9 with Defendant, MONTEREY COUNTY HERALD.

10 19. When examining his salary history, BRISCOE noticed that he was the lowest paid
11 reporter at the MONTEREY COUNTY HERALD. BRISCOE was even being paid at a lower
12 rate than at least two reporters who had less years of reporting experience.

13 20. When examining his classification history, BRISCOE realized that he was
14 classified at a lower experience level than other reporters with less or similar experience upon
15 being hired by the Defendant, MONTEREY COUNTY HERALD.

16 21. BRISCOE is informed and believes, and thereon alleges, his race was the
17 motivating factor behind his lower pay, suspect classification and excessive evaluations while
18 employed by Defendant, MONTEREY COUNTY HERALD, in violation of the Fair
19 Employment and Housing Act (“FEHA”), California Government Code section 12940, *et seq.*

20 22. BRISCOE is a member of the class of persons protected from race discrimination
21 under California Government Code section 12940(a). Under section 12940(a), persons of all
22 races are protected from discrimination, whether they are members of the majority or a minority.

23 23. Defendants, and each of them, regularly employ five (5) or more persons and, thus,
24 each of the Defendants are covered employers pursuant to Government Code section 12926(d).

25 24. Within one year from the date of the most recent act of discrimination, BRISCOE
26 filed administrative charges with both the EEOC and DFEH. On or about November 10, 2008,
27 BRISCOE received a Right-to-Sue Notice dated November 3, 2008, from the DFEH, a true and
28 correct copy of which is attached as Exhibit A.

1 allegations stated in the preceding paragraphs of this complaint, and each of them.

2 41. BRISCOE was hired by Defendant, MONTEREY COUNTY HERALD, on or
3 about August 15, 2005.

4 42. In 2006, BRISCOE was nominated and elected vice-chair of Defendant
5 MONTEREY COUNTY HERALD'S local union, which is under the leadership of the San Jose
6 Newspaper Guild and was set to begin contract negotiations with Defendant, MONTEREY
7 COUNTY HERALD, on November 12, 2007.

8 43. During the course of labor negotiations, BRISCOE discovered that despite his
9 years of experience, he was the lowest paid reporter at the paper. BRISCOE also realized that
10 he was classified at a lower experience level than at least one reporter whom had no journalism
11 experience upon being hired by the Defendant, MONTEREY COUNTY HERALD. Finally,
12 BRISCOE realized that he had undergone three different evaluations during the term of the
13 collective bargaining agreement between Defendant, MONTEREY COUNTY HERALD, and
14 the San Jose Newspaper Guild, which existed on or about November 11, 2007. However, every
15 other reporter had only undergone two evaluations.

16 44. BRISCOE expressed his concerns to Defendant MONTEREY COUNTY
17 HERALD's human resources manager, Valenzuela. Four days later, Defendant MONTEREY
18 COUNTY HERALD terminated his employment by providing BRISCOE a written notice of
19 termination.

20 45. The circumstances behind BRISCOE's sudden termination, including the close
21 temporal proximity between conversations BRISCOE had with his employer regarding the
22 adverse employment actions taken against him, create a presumption that plaintiff's termination
23 was motivated by his race and voicing his complaints.

24 46. The conduct of Defendants, and each of them, was in violation of public policy,
25 including, but not limited to, California Government Code sections 12940, *et seq.*

26 47. As a direct and proximate result of the misconduct and unlawfulness of
27 Defendants, and each of them, and the resulting termination of BRISCOE's employment,
28 BRISCOE sustained severe and serious injury to his person, all to BRISCOE's damage in a sum

1 to be shown according to proof.

2 48. The conduct of Defendants in terminating BRISCOE's employment was done in
3 conscious disregard of BRISCOE's civil rights to be free of prohibited discrimination in the
4 workplace, and with the intent to cause injury to BRISCOE. As a consequence of Defendants'
5 oppressive, malicious and despicable conduct, BRISCOE is entitled to an award of punitive
6 damages in a sum to be shown according to proof.

7 V.

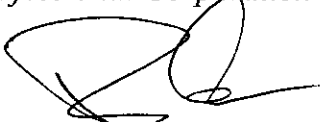
8 **PRAYERS FOR RELIEF**

9 WHEREFORE, BRISCOE prays for judgment against Defendants, and each of them, as
10 follows:

- 11 1. For compensatory damages, including loss of wages, promotional opportunities,
- 12 benefits and other opportunities of employment, according to proof;
- 13 2. For general damages for mental and emotional distress;
- 14 3. For an award of interest, including prejudgment interest, at the legal rate;
- 15 4. For an award of attorney's fees;
- 16 5. For punitive and exemplary damages in an amount sufficient to punish and deter
- 17 defendant's malicious and oppressive conduct;
- 18 6. For costs of suit incurred herein; and,
- 19 7. For such other and further relief as the court deems just and proper.

20
21 DATED: December 29, 2008

STUTZ ARTIANO SHINOFF & HOLTZ
A Professional Corporation

22
23
24 By: 
25 Ray J. Artiano, Esq.
26 William C. Pate, Esq.
27 Ndubisi A. Ezeolu, Esq.
28 Attorneys for Plaintiff ANDRE BRISCOE

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