

**SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK**

CAT GREENLEAF,

Plaintiff,

-against-

NBCUNIVERSAL MEDIA, LLC,  
LX NETWORKS LLC, and MEREDITH  
MCGINN,

Defendants.

Index No:

**COMPLAINT****JURY TRIAL DEMANDED**

Plaintiff Cat Greenleaf, by and through her undersigned attorneys, for her Complaint against Defendants NBCUniversal Media, LLC (“NBC”), LX Networks LLC (“LX”), and Meredith McGinn, states as follows, on knowledge as to herself and on information and belief as to all other matters, which are likely to have evidentiary support after a reasonable opportunity for discovery:

**NATURE OF THE ACTION**

1. Until a few months ago, Plaintiff Cat Greenleaf hosted the wildly popular talk show, “Talk Stoop,” featuring interviews of actors, musicians, athletes, politicians, and others from the stoop of her Brooklyn home.

2. Ms. Greenleaf created the show in 2009, after having worked at NBC for several years. Since its launch, the show has become a huge success, airing in top markets and across a variety of platforms, attracting a wide variety of high-profile guests along the way, from Deepak Chopra to Jennifer Lopez. Indeed, many New Yorkers are familiar with Ms. Greenleaf’s friendly presence and engaging interviews thanks to the fact that the show airs in taxi cabs across the city.

3. Ms. Greenleaf's talents and hard work have been central to the show's success, and she has played a crucial role not only in the on-air interviews, but behind the scenes, including her work in editing. In recognition of all her achievements, in 2016, Defendants offered Ms. Greenleaf a guaranteed three-year written employment contract. And more recently, Ms. Greenleaf was nominated for a 2018 New York Emmy Award.

4. Ms. Greenleaf has achieved these successes despite the fact that she suffers from clinical depression, a fact known to her family, friends, and professional colleagues at NBC and LX alike. As early as age seven, Ms. Greenleaf was diagnosed with depression, and over time, Ms. Greenleaf has been treated for depression-related conditions, including anxiety and obsessive-compulsive disorder.

5. During her tenure at NBC and LX, Ms. Greenleaf produced high-quality work despite her challenges with this serious mental illness. In 2009, for example, Ms. Greenleaf's depression worsened after her father-in-law's death, a fact she shared with her supervisors, including Defendant McGinn. Through treatment and therapy, however, she was able to manage that episode without sacrificing the quality of her work.

6. More recently, in November 2017, Ms. Greenleaf relapsed into a severe depression after the death of a close friend, as she revealed to her boss at the time:

I've been working to help my family and myself through a very painful process. Grief is real, but like anxiety, depression and addiction, it's easy to discount since it's not tangible. . . . The workplace is for work, not therapy, but in deference to our decade long partnership, I wanted to share the view from where I stand. I appreciate your time and consideration in listening.

7. Rather than help Ms. Greenleaf confront these issues, however, just days after receiving her e-mail, without any warning, Defendants fired her.

8. Although in the weeks since the abrupt firing Defendants have offered a host of bogus justifications for the termination, it is clear that the firing was based on discrimination against Ms. Greenleaf because of her mental illness. Indeed, each of the offered explanations is pretextual, and in any event, none of those reasons would be a sufficient basis for terminating the employment agreement where Defendants never provided the requisite notice and an opportunity to cure under the contract.

9. Plaintiff has filed this discrimination and breach-of-contract lawsuit to hold Defendants accountable for their discriminatory conduct, and to be a voice for the millions of Americans who suffer from mental illness but for any number of reasons may not have the ability to stand up for their rights.

### **PARTIES**

10. Plaintiff Cat Greenleaf resides in Brooklyn, New York with her husband and two young children.

11. Defendant NBCUniversal Media, LLC is a Delaware limited-liability company with its principal place of business located at 30 Rockefeller Plaza, New York, New York 10112.

12. Defendant LX Networks LLC is a Delaware limited-liability company with its principal place of business located at 30 Rockefeller Plaza, New York, New York 10112.

13. LX has been a wholly owned subsidiary of NBC since 2008. LX describes itself as “a division of NBCU Owned Television Stations.” *See* <https://www.lxtv.com> (last visited March 28, 2018).

14. Defendant Meredith McGinn is an individual residing in New York. And at all relevant times, Ms. McGinn has acted as Ms. Greenleaf’s supervisor.

15. At all relevant times, NBC has had immediate control over LX and its employees, including by setting the terms and conditions of employment, and by controlling the hiring, firing, discipline, and pay of all LX employees.

16. At all relevant times, NBC and LX functioned as joint employers, or alternatively, as a single employer, with regard to Ms. Greenleaf's employment.

17. NBC's and LX's operations, management, and human-resources functions are interrelated. For example, Defendant McGinn, Ms. Greenleaf's supervisor, is "Senior Vice President of COZI TV Network and LX TV Productions for the NBC Universal Owned Television Stations division of NBCUniversal." *See* [https://www.nbcumv.com/executive/meredith-mcginn/bios\\_read\\_more?division=2](https://www.nbcumv.com/executive/meredith-mcginn/bios_read_more?division=2) (last visited March 28, 2018). Both Ms. Greenleaf and McGinn's e-mail addresses end in "@nbcuni.com," indicating their affiliation with NBC. And Ms. Greenleaf's employment agreement references both LX and NBC, including in connection with her "services for [LX], NBCUniversal Media, LLC or NBCUniversal Media LLC's parent company or subsidiaries," and the agreement's non-solicitation provisions expressly extend to NBC employees.

#### **JURISDICTION AND VENUE**

18. This Court has personal jurisdiction over Defendants under CPLR §§ 301 and 302 because Defendants transact business and provide services in New York, New York and Plaintiff's claims arise directly out of her New York-based employment. And Ms. Greenleaf's employment agreement contains a New York choice-of-law provision.

19. Venue is proper in this County under CPLR § 503 because NBC's and LX's principal place of business is in New York, New York.

**FACTUAL BACKGROUND****A. Cat Greenleaf and Her History of Depression**

20. Ms. Greenleaf has a long personal history of depression, as well as depression-linked issues such as obsessive-compulsive disorder. She has spoken publicly about some of these struggles on her show, “Talk Stoop,” and she has discussed them openly with her co-workers and supervisors at LX and NBC.

21. Ms. Greenleaf’s life has been shaped in myriad ways by depression, beginning with her mother and maternal grandmother, both of whom suffered from the disease.

22. Ms. Greenleaf began to suffer from depression at age seven, when she lost her paternal grandmother, with whom she had a very close relationship. And at age eleven, Ms. Greenleaf was clinically diagnosed with depression.

23. Shortly after her diagnosis, Ms. Greenleaf was hospitalized at Columbia Presbyterian Hospital in Manhattan, where she underwent a two-month period of intensive treatment, medication, and supervision.

24. Years later, in 1996, Ms. Greenleaf was treated for obsessive-compulsive disorder, a condition that research has shown is highly correlated with depression, and she was prescribed the drug Prozac, an antidepressant.

25. In 2009, following the death of her father-in-law, Ms. Greenleaf’s depression symptoms worsened and she experienced another severe episode of depression. She sought professional help and once again regularly began visiting a therapist for treatment.

**B. Ms. Greenleaf Creates and Hosts “Talk Stoop”**

26. In 2009, after having worked at LX and NBC for some time, Ms. Greenleaf created the popular talk show “Talk Stoop,” featuring celebrity and other high-profile interviews conducted from her Brooklyn townhouse stoop.

27. Since 2009, NBC has produced “Talk Stoop” and it has aired in the top markets. Between broadcast, digital, and out-of-home platforms (including taxi cabs) the show has averaged nearly 12 million views a week. In 2013, USA Networks acquired “Talk Stoop” as the face of its daytime block.

28. “Talk Stoop” was a hit with viewers from the start; the “show’s intimate, informal setting puts guests at ease” and “guests tend to respond with spontaneity and candor.” *See* New York Times, “Welcome, I’ve Cleaned a Step for You,” <http://www.nytimes.com/2010/10/07/fashion/07upclose.html> (last visited February 28, 2018).

29. The “causal approach” of the show “extends to [her] own style, . . . [and] allows her guests to unwind, which makes for some great TV moments.” *See* WAG, “Cat on a Hot Stone Stoop,” <http://www.wagmag.com/cat-on-a-hot-stone-stoop/> (last visited February 28, 2018).

30. From the show’s start, Ms. Greenleaf has attracted a wide variety of high-profile guests to the show, including Deepak Chopra, Sir Ian McKellen, Kareem Abdul-Jabbar, Jennifer Lopez, Martha Stewart, Claire Danes, Nicole Ritchie, Kim Kardashian, Megyn Kelly, Joel Osteen, and Rosie Perez, to name just a few.

31. All “Talk Stoop” segments are produced and edited in New York City, with the majority of the shows taping either at Ms. Greenleaf’s Boerum Hill brownstone, or at 30 Rockefeller Center (NBC’s and LX’s New York headquarters).

**C. NBC and LX Offer Ms. Greenleaf a Guaranteed Contract**

32. In 2016, following years of the show's success, NBC and LX offered Ms. Greenleaf a guaranteed three-year contract (the "Employment Agreement") commencing on July 25, 2016.

33. The contract term is divided into three one-year- cycles and during each of the three cycles Ms. Greenleaf is guaranteed a handsome annual compensation.<sup>1</sup>

34. The Employment Agreement provides that Ms. Greenleaf's employment may be terminated prior to the end of the term for cause only if Ms. Greenleaf breached any material contract term. And in such cases, Defendants are required under the Employment Agreement to provide notice and opportunity to cure, including written notice setting forth the elements of the breach, and to give Ms. Greenleaf a reasonable opportunity to cure the alleged breach.<sup>2</sup>

**D. Ms. Greenleaf Openly Discusses Her History of Depression With Defendants**

35. It was well-known among Ms. Greenleaf's co-workers and supervisors at LX and NBC—including several producers and her boss, Meredith McGinn—that she suffered from depression.

36. Defendant Meredith McGinn is the Senior Vice President of LX TV Productions for the NBCUniversal Owned Television Stations. Ms. McGinn was Ms. Greenleaf's immediate supervisor with complete control over personnel-related decisions, including the authority to terminate Ms. Greenleaf.

---

<sup>1</sup> The Employment Agreement and its terms are subject to a confidentiality restriction.

<sup>2</sup> The Employment Agreement also provides that NBC and LX may terminate the Employment Agreement at the end of any one-year cycle upon 30 days' written notice. However, NBC and LX did not purport to exercise this option in terminating Ms. Greenleaf (and, in any case, that provision would not permit them to terminate her for a discriminatory or otherwise unlawful reason).

37. Ms. Greenleaf began working with Ms. McGinn in 2008 and the two immediately developed a close working relationship. Ms. Greenleaf often shared her personal struggles with Ms. McGinn, including her severe depression. She also opened up to several producers and human-resources personal who she worked with at NBC and LX.

38. Throughout the show's run, Ms. Greenleaf made a point of inviting guests with well-documented histories of mental-health issues to speak openly about their own battles, including Rick Springfield, Darryl Strawberry, and Dick Cavett.

39. And Ms. Greenleaf spoke openly with guests on-air about her own mental health struggles, including her depression-related issues. For example, Ms. Greenleaf shared her struggle with obsessive-compulsive disorder with guests Brooke Adams and Tony Shaloub in 2010.

**E. Ms. Greenleaf's Close Friend Dies and She Seeks Medical Treatment to Manage Her Depression**

40. On October 15, 2017, Ms. Greenleaf's close friend passed away after battling with cancer.

41. During this time, Ms. Greenleaf's depression symptoms escalated and she relapsed into severe depression—as had happened many times before in her life, especially in connection with the loss of a loved one.

42. Ms. Greenleaf sought medical treatment, and, in addition to working with a grief counselor, her treating physician prescribed her anti-depressant medication.

43. Despite her depression, Ms. Greenleaf's quality of work did not suffer; she never missed a taping of "Talk Stoop" or any of her work obligations to NBC and LX, and Defendants aired numerous shows taped during this period.

44. Ms. Greenleaf shared her struggle with Defendants during this period.



45. Throughout the fall of 2017, leading up to and following her friend's death, Ms. Greenleaf spoke openly with her superiors about her struggles with recurring depression.

46. Ms. Greenleaf repeatedly spoke with Ms. McGinn about how her grief was triggering a resurgence of her depression:

This has been a really rough month for all of us, and I'm sorry I didn't just ask for some time off to handle Dave's last days and the aftermath that followed. I didn't know how severe this would all be and *a lot of long dormant hard stuff seemed to join in the pile on . . .*

(emphasis added).

47. In mid-November 2017, Ms. Greenleaf sent another e-mail to the entire "Talk Stoop" team, including her producers and Ms. McGinn, regarding her struggle with depression and her recent relapse, including a separate e-mail to Ms. McGinn about the treatment she was undergoing.

48. On November 27, 2017, Ms. Greenleaf went into even greater detail with Ms. McGinn about her struggles:

I've been working to help my family and myself through a very painful process. Grief is real, but like anxiety, depression and addiction, it's easy to discount since it's not tangible. . . . The workplace is for work, not therapy, but in deference to our decade long partnership, I wanted to share the view from where I stand. I appreciate your time and consideration in listening.

49. On November 15, 2017, Ms. Greenleaf texted one of her producers, Beth Gerstenbluth about her treatment for her "depression":

[I'm] in the throes of deep grieving [and] going to see a grief counselor tomorrow. . . . I've been crying and throwing up a lot, which is why I think it's time for some pro help here," including that she had "an appointment with an MD this morning.

50. Fittingly, recognizing Ms. Greenleaf's struggles, Defendants invited Joel Osteen to return as a guest on "Talk Stoop" to discuss his book, *Blessed in the Darkness*, because of its theme of moving forward after the death of a loved one. See <https://www.nbcnewyork.com/on-air/as-seen-on/Joel-Osteen-2018.html> (last visited February 28, 2018).

**F. Defendants Fire Ms. Greenleaf Because of Her Mental Illness**

51. Within days of discussing the resurgence of her depression with Defendants, on December 6, 2017, without any notice or prior warning, Ms. McGinn telephoned Ms. Greenleaf at home and fired her, effective immediately.

52. Defendant McGinn stated that Ms. Greenleaf breached her Employment Agreement based on "the intimidation of co-workers," "not effectively communicating," and "insubordination." No other reason was given.

53. Defendants did not provide the requisite written notice setting forth the elements of Ms. Greenleaf's alleged contractual breaches. And they did not provide an opportunity to cure, as required by the Employment Agreement.

54. Following the call, Defendants sent a letter to Ms. Greenleaf providing totally different reasons for her termination: that "[e]ffective December 6, 2017, the Company terminates the Employment Agreement . . . due to your repeated material breach of (i) the performance requirements set forth in [the Employment Agreement] . . . and (ii) your exclusivity obligations."

55. These purported breaches are pretext for discrimination due to her mental illness. Indeed, for each of the several instances Defendants cited as breaches—including Ms. Greenleaf's participation in a "MeToo" campaign—Defendants knew of and approved her

participation in advance, just as they had previously for other charitable events that Ms. Greenleaf participated in.

56. In the nearly four months since Ms. Greenleaf's termination, NBC has aired sixteen new episodes of "Talk Stoop." See <https://www.nbcnewyork.com/on-air/shows/Talk-Stoop-139118744.html> (last visited March 26, 2018), including one which earned Ms. Greenleaf a 2018 New York Emmy Award nomination.

57. At the time of her termination, Ms. Greenleaf had over one-and-a-half years remaining under her Employment Agreement.

**FIRST CAUSE OF ACTION**  
**(Violation of New York Executive Law, N.Y. EXEC. § 296)**  
**(Against All Defendants)**

58. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 57 as if fully set forth herein.

59. NBC and LX were, at all relevant times, Ms. Greenleaf's "employer" within the meaning of New York Executive Law § 292(5).

60. Ms. Greenleaf, at all relevant times, was suffering from clinical depression, a medically diagnosed impairment, and therefore she is a person with a "disability" within the meaning of New York Executive Law § 292(21).

61. Despite Ms. Greenleaf's disability, she was able to and did perform the essential functions of her job at NBC and LX.

62. By terminating Ms. Greenleaf because of her disability, NBC and LX discriminated against Ms. Greenleaf on the basis of her disability, in violation of New York Executive Law § 296.

63. Meredith McGinn, by virtue of her position as Ms. Greenleaf's supervisor, had the authority to fire Ms. Greenleaf and exercised that authority by terminating Ms. Greenleaf because of her disability. By terminating Ms. Greenleaf because of her disability and participating in discrimination against Ms. Greenleaf based on her disability, Ms. McGinn is individually liable for violating New York Executive Law § 296(1).

64. As a result of the Defendants' actions, including their unlawful discrimination of Ms. Greenleaf, Plaintiff has suffered and will continue to suffer damages in an amount to be determined at trial, including but not limited to lost past and future earnings, and compensatory damages, including for emotional distress.

**SECOND CAUSE OF ACTION**  
**(Violation of Administrative Code of the City of New York, NYC Admin Code § 8-107)**  
**(Against All Defendants)**

65. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 64 as if fully set forth herein.

66. NBC and LX were, at all relevant times, Ms. Greenleaf's "employer" within the meaning of New York City Administrative Code § 8-102(5).

67. Ms. Greenleaf, at all relevant times, was suffering from clinical depression, a medically diagnosed impairment, and therefore she is a person with a "disability" within the meaning of New York City Administrative Code § 8-102(16).

68. Despite Ms. Greenleaf's disability, she was able to and did perform her job satisfactorily.

69. By terminating Ms. Greenleaf because of her disability, NBC and LX discriminated against Ms. Greenleaf on the basis of her disability, in violation of New York City Administrative Code §§ 8-107 and 8-502(a).

70. Meredith McGinn, by virtue of her position as Ms. Greenleaf's supervisor, had the authority to fire Ms. Greenleaf and exercised that authority by terminating Ms. Greenleaf because of her disability. By terminating Ms. Greenleaf because of her disability and participating in discrimination against Ms. Greenleaf based on her disability, Ms. McGinn is individually liable for violating New York City Administrative Code § 8-107(1)(a).

71. As a result of the Defendants' actions, including the unlawful discrimination of Ms. Greenleaf, Plaintiff has suffered and will continue to suffer damages in an amount to be determined at trial, including but not limited to lost past and future earnings, and compensatory damages, including for emotional distress.

72. Because the Defendants acted willfully and maliciously, and with the intent to damage Plaintiff, Plaintiff is entitled to an award of punitive damages.

**THIRD CAUSE OF ACTION**  
**(Breach of Contract)**  
**(Against LX and NBC)**

73. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 72 as if fully set forth herein.

74. Under the Employment Agreement, NBC and LX agreed to employ Plaintiff for a period of three years, and they were permitted to terminate her for cause only after (i) providing written notice of any purported breach, and (ii) giving her a reasonable opportunity to cure such breach.

75. Plaintiff satisfactorily performed her obligations under the contract.

76. NBC and LX terminated Plaintiff's employment, purportedly for cause, without providing the requisite written notice or an opportunity to cure the purported breach, as required under the contract.

77. As a result of the Defendants' breaches of the Employment Agreement, Plaintiff has suffered and will continue to suffer damages in an amount to be determined at trial, including but not limited to lost past and future earnings and compensatory damages.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff demands judgment as follows:

- (1) compensatory and consequential damages in an amount to be determined at trial;
- (2) punitive damages under New York City Administrative Code in an amount to be determined at trial;
- (3) reasonable attorneys' fees, costs, expenses, and disbursements; and
- (4) such other relief the Court deems just and proper.

Dated: April 3, 2018

**GROSSMAN LLP**

By:   
Judd B. Grossman, Esq.  
jgrossman@grossmanllp.com  
Lindsay Hogan, Esq.  
lhogan@grossmanllp.com  
745 Fifth Avenue – 5th Floor  
New York, New York 10151  
Telephone: (646) 770-7445  
Facsimile: (646) 417-7997  
*Attorneys for Plaintiff Cat Greenleaf*