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18 MCKINNON BROADCASTING COMPANY

19 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

20 **COUNTY OF SAN DIEGO**

21 SANDRA MAAS, an individual,

22 Plaintiff,

23 v.

24 MCKINNON BROADCASTING CO. KUSI-
25 TV 51, a California Corporation; and DOES 1
26 through 25, Inclusive,

27 Defendant.

Case No.: 37-2019-00032336-CU-OE-CTL

**DEFENDANT’S NOTICE OF INTENTION
TO MOVE FOR NEW TRIAL**

Date: TBD
Time: TBD
Judge: Hon. Ronald F. Frazier
Dept.: C-65

Case Filed: June 25, 2019
Trial Date: February 3 – March 9, 2023

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE** that, on _____, 2023 at _____ p.m. in Department C-65
3 of this Court, located at 333 West Broadway, San Diego, California, defendant McKinnon
4 Broadcasting Company (“MBC”) will and hereby does move the Court for an order (1)
5 vacating and setting aside the judgment entered on April 6, 2023; and (2) granting MBC a new
6 trial under C.C.P. § 657, on all applicable grounds, including:

7 1. Irregularity in the proceedings of the Court, jury and/or adverse party, or orders
8 of the Court or abuses of discretion by which MBC was prevented from having a fair trial
9 (C.C.P. § 657(1));

10 2. Excessive damages (C.C.P. § 657(5));

11 3. Insufficiency of the evidence to justify the verdict or the verdict is against law
12 C.C.P. § 657(6));

13 4. Error in law, occurring at the trial and excepted by MBC, or to which objection
14 was unnecessary or would have been futile (C.C.P. § 657(7)).

15 Defendant’s motion for a new trial will be based on this Notice, the Memoranda of
16 Points and Authorities to be submitted [10 days] thereafter according to C.C.P. § 659a,
17 **affidavits** and exhibits thereto in support of the motions, **the minutes of the court**,¹ and upon
18 such further evidence and argument as may be presented at the hearing on these motions, which
19 hearings are to be set according to C.C.P. § 660.

20 All parties and this Court’s attention are respectfully directed to the jurisdictional
21 requirements of the relevant statutes, which state that the notice of intention to move for a new
22 trial must be filed “[w]ithin 15 days of the date of . . . service upon him or her by any party of
23 written notice of entry of judgment” (Code Civ. Proc. § 659(a)(2)), and that the order granting a
24 new trial and stating grounds for granting the motion must be entered in the permanent minutes

25 _____
26 ¹ C.C.P. § 658 states that “When [an] application [for a new trial] is made for a cause
27 mentioned in the first, second, third and fourth subdivisions of Section 657, it must be made
28 upon affidavits; otherwise it must be made on the minutes of the court.” MBC is making its
application for a new trial under the first and fifth through seventh subdivisions of Section 657.
Thus, MBC will rely on both affidavits and the minutes of this Court for its new trial motion.

1 of the court or be signed and filed by the judge within seventy-five (75) days of service of
2 notice of entry of judgment. *See* Cal. Code Civ. Proc. §§ 657 and 660(c).

3 Service of notice of entry of judgment was made on May 2, 2023.

4 Thus, the 15-day period within which to file this notice of intention to move for new
5 trial expires on Wednesday, May 17, 2023. Further, the 75-day jurisdictional period for this
6 Court to issue its order on defendant's motion for new trial will expire on Monday, July 17,
7 2023, because July 16, 2023 (which is 75 days from May 2, 2023) falls on a Sunday.

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DATED: May 12, 2023

FITZGERALD KNAIER LLP

By: 

Kenneth M. Fitzgerald
Attorney for Defendant
McKinnon Broadcasting Company

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17 Attorneys for Defendant

18 MCKINNON BROADCASTING COMPANY

19 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

20 **COUNTY OF SAN DIEGO**

21 SANDRA MAAS, an individual,

22 Plaintiff,

23 v.

24 MCKINNON BROADCASTING CO. KUSI
25 51, a California Corporation; and DOES 1
26 through 25, Inclusive,

27 Defendant.

Case No.: 37-2019-00032336-CU-OE-CTL

**DECLARATION OF KENNETH M.
FITZGERALD IN SUPPORT OF
DEFENDANT'S MOTION FOR NEW
TRIAL**

Date: TBD

Time: TBD

Dept.: C-65

Judge: Hon. Ronald F. Frazier

Case Filed: June 25, 2019

1 I, Kenneth M. Fitzgerald, declare as follows:

2 1. I am a partner at Fitzgerald Knaier LLP, co-counsel for defendant McKinnon
3 Broadcasting Company in this action. I am licensed to practice law in the State of California
4 and admitted to this Court. I have personal knowledge of the facts set forth in this declaration,
5 to which I could and would testify competently if called upon to do so.

6 2. The trial in this case lasted four weeks, with eleven days of witness testimony.
7 The Court informed counsel two days prior to closing that there would be time limits on their
8 closing arguments, and the day prior to closing what those limits would be – a total of 1.5 hours
9 for plaintiff (one hour closing plus a half hour rebuttal), and one hour for defendant.

10 3. As I stated on the record at trial, however, it was my judgment that I needed
11 two-and-a-half hours for closing argument to adequately represent my client, particularly given
12 the disproportion between the time plaintiff Sandra Maas and her counsel took to present their
13 evidence, versus the time remaining for defendant McKinnon Broadcasting Company (MBC or
14 KUSI) to present its case. Later, on my behalf, my co-counsel reiterated my request, this time
15 for two hours, also asking for equal time with plaintiff's counsel. These requests were denied. I
16 recognize the Court's authority and discretion to impose reasonable time limits on closing
17 argument, but the one-hour limit I had was, in my judgment, insufficient time for me to
18 adequately address the evidence at trial and the issues in dispute to the jury. This was
19 particularly true because most of the evidence at trial on Maas's Equal Pay Act claim was over
20 MBC's bona fide factors affirmative defense, on which MBC bore the burden of proof. In
21 addition, the one-hour closing did not allow me sufficient time to rebut some of the irrelevant
22 testimony and argument of plaintiff and plaintiff's counsel, as described in detail below. This
23 one-hour time limit was also obviously not equal to the total amount of time allotted to
24 plaintiff's counsel (1.5 hours). I have represented both plaintiffs and defendants in jury trials,
25 but I have never before had a situation where one side was given more time for closing
26 argument than the other.

27 4. Prior to closing, I had prepared ninety-nine slides to present to the jury during
28 my argument. A true and correct copy of printouts of those slides is attached as Exhibit 1, and a

1 flash drive with an electronic version of the slides (allowing embedded animations and text
2 effects to be viewed) will be submitted to the Court to complete the record. Given the one-hour
3 time limit imposed, I was able to display and present only about seventy of those slides, ending
4 with Slide 74. Even where I was able to use certain slides, the time limit imposed severely
5 limited the argument I had planned on making with them. More particularly:

6 a. I had planned to focus the jury on what the case was supposed to be
7 about and argue that much of what Maas and her counsel brought up at trial and in argument
8 was simply not relevant. As the Court had indicated, the trial was supposed to be about Maas's
9 case against KUSI. Ex. A (Tr. 69:19-21 [02/06/2023] (Court: "what I want to do is I want to
10 keep this case on Ms. Maas versus KUSI.")). The case was not supposed to concern: (i)
11 women's rights in general; (ii) women other than Maas, whether in the larger community or at
12 KUSI (iii) KUSI's being "a friend to women"; (iv) ethnic diversity or race; and so on. Indeed,
13 there were pre-trial rulings specifically excluding: (i) "me-too"-type evidence or evidence
14 involving supposed discrimination against women other than Ms. Maas, *id.* (Tr. 89:24 -90:3,
15 98:6-26 [02/06/2023]), and (ii) evidence involving claims of racial discrimination. *Id.* (Tr. 88:
16 24 – 89:5, 89:18-23 [02/06/2023]). Through testimony, questioning, and opening statement and
17 closing argument, however, plaintiff and her counsel brought these extraneous matters before
18 the jury, as set forth in the accompanying memorandum of points and authorities and cited trial
19 transcripts, as well as the attached slide from plaintiff's counsel's closing argument, attached as
20 Exhibit 6 (slide displaying protesters with signs for Equal Pay, asking "When will this
21 change?"). Even though none of these matters was properly in evidence, relevant to the issues
22 before the jury, or proper for the jury to consider, and the Court had explicitly ordered some of
23 them excluded, once they were before the jury, it was left for my closing argument to try to
24 address them. I had closing slides to summarize my argument addressing these irrelevant and
25 improper arguments and testimony. These slides are included in Exhibit 1 (Slides 75-77). The
26 relevant portion of my closing argument script with the argument I planned to make is attached
27 hereto as Exhibit 7 (page numbers 23-25). The one-hour time allotted, however, made it
28 impossible for me to get to those slides or that argument. This prejudiced MBC.

1 b. As MBC’s witness Mike McKinnon III testified at trial, he did an
2 extensive review and analysis of all the “Healthy Living” segments that Sandra Maas claimed
3 showed that she worked as hard or harder than Allen Denton. We had two demonstrative
4 exhibits prepared for his testimony, to illustrate to the jury just how little effort went into those
5 “Healthy Living” segments. Those demonstrative exhibits are attached as Exhibits 8 and 9. In
6 sum, they illustrate that Maas put forth little effort, and made little in the way of contributions,
7 to the “Healthy Living” segments. The Court disallowed the use of these demonstrative exhibits
8 during the examination of Mike McKinnon III, as reflected on Ex. J (Tr. 48:27 – 50:2
9 (sustaining objection to spreadsheet pre-marked as Exhibit 654, attached hereto as Exhibit 8);
10 Tr. 54:1-7, 74:10-28 (sustaining objection to demonstratives attached as Exhibit 9)
11 [03/07/2023]). Even though the Court ruled that I could use the latter demonstratives in closing,
12 *see id.* (Tr. 86:13 – 88:25 [03/07/2023]), the time constraints on my closing argument made this
13 impossible. Those slides for closing argument are numbers 93-95 in Exhibit 1. This prejudiced
14 MBC’s affirmative defense to Maas’s Equal Pay Act claim, since part of that defense was
15 based on evidence that Allen Denton worked harder than Ms. Maas, and therefore merited a
16 higher salary.

17 c. As in every case, the Court made clear before trial that counsel must
18 show demonstrative exhibits to opposing counsel before displaying them to the jury. Ex. A (Tr.
19 64:17-20 [02/06/2023] (Court: “What I always order and we’ll go through again today before
20 we leave, before you show anything to a jury, I want the other side to see it for purposes of
21 opening statement, both sides, right?”)); Ex. K (Tr. 16:8-21 [03/08/2023] (Court: “So I made it
22 very clear that before you show anything to the jury, you exchange. If you haven’t exchanged it,
23 you don’t get to show it to the jury. I made that very clear from the day we started.”)). When it
24 came near time to give closing arguments, I offered a copy of my closing slides to Mr.
25 Gruenberg and asked to see his, but he declined to provide them, leading me to raise the issue
26 with the Court. *See* Ex. K (Tr. 16:13-17 [03/08/2023] (my request to the Court: “I asked
27 plaintiff’s counsel for his closing slides. He’s declined to give them to me. I see the first page is
28 a picture that’s not in evidence. I don’t want to make a big deal and litigate the closing”)).

1 When given plaintiff's counsel's slides after the Court's order, and with only a short time to
2 review them with the jury waiting and the Court wanting to conclude closings and instructions
3 on that day, I very quickly reviewed them and objected to several, including one purporting to
4 quote Mr. Cohen's trial testimony, which I believed was a misstatement of the evidence. Ex. K
5 (Tr. 17:2-23 [03/08/23]). The slide quoted Cohen as stating "Maas actually did more work for
6 KUSI than Denton considering she did the Healthy Living segment." The Court overruled my
7 objection, saying that it remembered that testimony. *Id.* (Tr. 17:24-25 [03/08/23]). Mr. Cohen
8 did not give that testimony. But without sufficient time for me (or the Court) to check the draft
9 trial transcripts, I was unable to assist the Court by correcting plaintiff's counsel's misstatement
10 of Cohen's testimony. Consequently, plaintiff's counsel both showed and verbally quoted this
11 testimony to the jury as true. Attached as Exhibit 10 is a true and correct copy of that slide.
12 Cohen never gave the testimony attributed to him in quotation marks on that slide. My staff and
13 I have searched the final trial transcripts, as well as the deposition transcript of Steve Cohen,
14 and no such statement appears in either transcript. I have read the entirety of Mr. Cohen's trial
15 testimony from the final trial transcript, including the deposition excerpts used during his
16 examination, and I did not find that statement anywhere. This error and outright misstatement
17 of an important witness's testimony on an important factual point was prejudicial to MBC,
18 since one of its principal contentions was that Maas did not work as hard as Denton, even
19 taking into account the "Healthy Living" segments that she touted as her "franchise," and
20 which she claimed required a great deal of work from home and out in the field.

21 d. I had also prepared slides addressing the serious credibility issues with
22 plaintiff Sandra Maas. These slides are included in Exhibit 1, as numbers 79-93. Again, given
23 the severe time limitations put on closing argument, I was unable to use these slides or make
24 the points they illustrate in the allotted time. Instead, I was left with time enough for only the
25 most generalized comment on Maas's lack of credibility. This prejudiced MBC, because much
26 of plaintiff's case was based on her contention that she was a better and harder working anchor
27 than Allen Denton. Her credibility was also important in light of her very different account of
28 her salary negotiation meetings with Mike McKinnon Jr. Ms. Maas's false and misleading

1 testimony, and her penchant for exaggeration, would have been important in the jury's
2 consideration of her contention that she deserved to be paid as much as Mr. Denton, and that
3 she was "fired" for demanding that she be paid equally.

4 e. In this regard, plaintiff and her counsel presented the jury with
5 statements from plaintiff and argument about Maas's value as a TV anchor. Yet my cross-
6 examination of Maas on that topic was significantly curtailed by the Court. My examination on
7 that topic began on page 159, line 13 of Ex. F (Tr. 159:13 [02/28/2023]). At page 160, line 4,
8 my examination was interrupted by Ms. Vallero's request for a side bar. At the side bar, the
9 Court stated that I could have "a little leeway" in questioning Ms. Maas about her perception of
10 her value as an anchor. My continued examination was then curtailed by the Court, as reflected
11 on the transcript at page 160, line 12 to page 161, line 17. *See* Ex. F (Tr. 160:12 – 161:17
12 [02/28/2023]). I heeded the Court's limitation and therefore did not ask the rest of the questions
13 I had planned for that topic, which are in the relevant portion of my cross-examination script
14 attached hereto as Exhibit 11 (pages 2-3). Included in my planned examination, which the
15 Court's ruling precluded me from pursuing, was deposition testimony of Ms. Maas to the effect
16 that she would want to know what Logan Byrnes, Anna Laurel, and Ginger Jeffries's
17 experience was in order to have an opinion about whether she deserved to be paid more than
18 them. In addition, I asked Maas whether she agreed that "reasonable people with deep
19 experience judging talent could conclude that Allen Denton was a better, more valuable anchor
20 than you." Ex. G (Tr. 139:23-25 [03/01/2023]). The import of this question is obvious: either
21 Maas admitted that this was so – which is helpful to MBC's affirmative defenses – or she
22 denied it – in which case her answer is not credible, and so she would be impeached. Yet the
23 Court sustained plaintiff's counsel's "legal conclusion, assumes facts not in evidence"
24 objection, allowing Maas not to answer. *Id.* (Tr. 139:26-28 [03/01/2023]). The result of the
25 Court's limitation on my cross-examination was that Ms. Maas was free to opine that she
26 deserved to be paid as much as Allen Denton, but her testimony to that effect was not fully
27 tested by cross-examination. That prejudiced MBC.

28

1 f. I had prepared argument developing the idea that rather than suffer an
2 adverse employment action after her April 30, 2018, email, Maas received positive
3 employment actions. In fact, she and MBC engaged in contract negotiations where she was
4 offered substantial raises, over the course of a proposed multi-year contract. She instead opted
5 for a one-year contract, with a \$20,000 raise. These positive employment actions from KUSI
6 and MBC were evidence disproving Maas's whistleblower retaliation claim. The slides meant
7 to summarize the points of this argument are included in Exhibit 1, numbers 74-79. Given the
8 severe time limit on my closing, however, I was forced to rush through that slide very quickly,
9 and only touch on the point.

10 g. I had prepared argument concerning Maas's claim of retaliation based on
11 Trial Exhibit 219, Steve Cohen's May 1, 2018, email to Anna Laurel's agent, about Laurel
12 possibly becoming an anchor at KUSI. Maas's counsel claimed that this email and a later, May
13 18, 2018, Steve Cohen email evidenced immediate retaliation for Maas's April 30, 2018,
14 request for more pay in her contract negotiations and her complaint in that email of unequal
15 pay. The argument I planned would have made the point that Cohen was doing what any
16 sensible TV news director would do in the circumstance of a news anchor demanding more
17 money than he believed she should be paid: he was preparing for the possibility that Maas and
18 KUSI would not agree to new contract terms. Given that Maas was demanding to be paid as
19 much as Denton, and in light of Cohen's belief that her value as an anchor was far less, it was
20 an obvious possibility that she and KUSI would not agree on a new contract, and that the
21 station would therefore need a new female anchor. In addition, there was other movement
22 among KUSI news staff at the time; Cohen had previously expressed interest in hiring Laurel;
23 and there were other changes occurring in KUSI's news programming, including the possibility
24 of using more than two anchors in the new Good Evening San Diego format. Ex. E (Tr. 175:3-
25 26 [02/21/2023] (Cohen testimony about earlier contact with Laurel, and reason); Tr. 177: 3-23
26 [02/21/2023] (Cohen testimony stating May 1, 2018 email was not about replacing Maas, and
27 affirming that three anchors were contemplated because "a lot of chairs" are available when
28 news programming goes from 4 to 7, and 11 to 11:30; also stating "in a situation where

1 someone might leave, you have backup”)); Ex. I (Tr. 81:20 – 82:10 [03/06/2023] (Jason Brown
2 testimony re circa May 6, 2018, Remillard was leaving morning show, and Phinney was
3 moving from evening to morning); Tr. 62:23 - 63:6 [03/06/2023] (Jason Brown testimony:
4 when Laurel hired, she did not replace Maas but joined Maas as co-anchor on 5 p.m. show.)).
5 In short, these arguments were crucial to showing that Cohen’s reaching out to Laurel was
6 preparation, not retaliation. The script for my argument on that point, which I did not have time
7 to deliver, is attached as Exhibit 12, at pages 21-22. But again, I was not able to get to this
8 point, which prejudiced MBC.

9 5. As noted above, the Court had ruled before trial that evidence or testimony
10 concerning race or racial discrimination was to be excluded. Despite that ruling, Maas and her
11 counsel, through questioning and testimony, accused MBC’s lawyers of taking out “all of the
12 photos that I have and posts that I have with my ethnically diverse friends” from Trial Exhibit
13 656, a collection of photos from her Instagram account. Ex. J (Tr. 234:17 - 235:20
14 [03/07/2023]). As the exhibit shows, and as my cross examination of Maas showed, this
15 racially charged, incendiary allegation was false, as there were in fact pictures of Ms. Maas
16 with her “ethnically diverse friends” in the selection of photographs I included. Ex. J (Tr.
17 239:24 – 241:8 [03/07/2023]); Ex. 656. As discussed with the Court in plaintiff’s presence, the
18 purpose of the exhibit was not to show Sandra Maas’s friends, ethnically diverse or otherwise.
19 Rather, it was to show her smiling, laughing, and happily engaging in life with enjoyment,
20 contrary to her claim of suffering severe emotional distress. *Id.* (Tr. 239:8 – 242:17
21 [03/07/2023]). Accordingly, in order to limit the exhibit to the pictures that were relevant to its
22 stated purpose, I removed irrelevant photos, such as her photos of nature scenes, cocktails,
23 flowers, her children and husband, other individuals, memes, news headlines, artistic depictions
24 of Justice Ruth Bader Ginsburg, podcast and film festival promotions, and photos of Ms. Maas
25 posing with a giant donut on the KUSI set. In addition, based on the Court’s order prohibiting
26 evidence of politics, I removed a photo of Ms. Maas smiling in a Dr. Fauci cap, and a photo of
27 her showing an “I VOTED” sticker. Photos of Ms. Maas with ethnically diverse friends were
28 not removed, as she falsely testified. Attached hereto as Exhibit 19 is a compilation of the

1 photos that I removed from the collection that is Trial Exhibit 656, also attached, for the same
2 date range covered in Trial Exhibit 656. My “clean up” cross-examination should not have
3 been necessary, particularly given the Court’s prior order excluding claims of racial
4 discrimination. Nevertheless, and again despite the Court’s order excluding evidence involving
5 alleged racial discrimination, Maas’s counsel again brought up race or racial discrimination (i)
6 in examining Steve Cohen, *see* Ex. L (Tr. 127:6-15 [02/22/2023]) and (ii) in rebuttal closing,
7 asserting that if a proposition were true, “women and people of color” would be “in a very bad
8 position.” My objection to the latter statement was sustained, but the impropriety of such a
9 statement should have been apparent without objection. In sum, Maas’s invoking “ethnically
10 diverse friends” and her counsel’s interjecting “people of color” seem only to have been
11 calculated to appeal to the jury on grounds not properly before it.

12 6. Attached hereto as Exhibit A are excerpts of the February 6, 2023, Reporter’s
13 Transcript of the trial proceedings.

14 7. Attached hereto as Exhibit B are excerpts of the February 14, 2023, Reporter’s
15 Transcript of the trial proceedings.

16 8. Attached hereto as Exhibit C are excerpts of the February 15, 2023, Reporter’s
17 Transcript of the trial proceedings.

18 9. Attached hereto as Exhibit D are excerpts of the February 16, 2023, Reporter’s
19 Transcript of the trial proceedings.

20 10. Attached hereto as Exhibit E are excerpts of the February 21, 2023, Reporter’s
21 Transcript of the trial proceedings.

22 11. Attached hereto as Exhibit F are excerpts of the February 28, 2023, Reporter’s
23 Transcript of the trial proceedings.

24 12. Attached hereto as Exhibit G are excerpts of the March 1, 2023, Reporter’s
25 Transcript of the trial proceedings.

26 13. Attached hereto as Exhibit H are excerpts of the March 2, 2023, Reporter’s
27 Transcript of the trial proceedings.

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1 14. Attached hereto as Exhibit I are excerpts of the March 6, 2023, Reporter’s
2 Transcript of the trial proceedings.

3 15. Attached hereto as Exhibit J are excerpts of the March 7, 2023, Reporter’s
4 Transcript of the trial proceedings.

5 16. Attached hereto as Exhibit K are excerpts of the March 8, 2023, Reporter’s
6 Transcript of the trial proceedings.

7 17. Attached hereto as Exhibit L are excerpts of the February 22, 2023, Reporter’s
8 Transcript of the trial proceedings.

9 18. Attached hereto as Exhibit 1 is a true and correct copy of the entire PowerPoint
10 slide presentation I had prepared for closing argument at trial in this matter.

11 19. Attached hereto as Exhibit 2 is a true and correct copy of admitted Trial Exhibit
12 2.

13 20. Attached hereto as Exhibit 3 is a true and correct copy of admitted Trial Exhibit
14 3.

15 21. Attached hereto as Exhibit 4 is a true and correct copy of admitted Trial Exhibit
16 4.

17 22. Attached hereto as Exhibit 5 is a true and correct copy of admitted Trial Exhibit
18 5.

19 23. Attached hereto as Exhibit 6 is a true and correct copy of a slide Mr. Gruenberg
20 displayed to the jury at the beginning of his closing argument at trial in this matter.

21 24. Attached hereto as Exhibit 7 is a true and correct copy of my outline for closing
22 argument addressing the various irrelevant and improper arguments and testimony interjected
23 into the trial by plaintiff and plaintiff’s counsel.

24 25. Attached hereto as Exhibit 8 is a true and correct copy of a demonstrative
25 exhibit prepared for use in the testimony of Mike McKinnon III regarding plaintiff Sandra
26 Maas’s involvement – or lack thereof – in producing “Healthy Living” segments while at
27 KUSI-TV. It had been pre-marked as Exhibit 654 for use at trial.

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1 26. Attached as Exhibit 9 is a true and correct copy of a demonstrative exhibit also
2 prepared for use in the testimony of Mike McKinnon III regarding plaintiff Sandra Maas’s
3 involvement in producing “Healthy Living” segments while at KUSI-TV.

4 27. Attached as Exhibit 10 is a true and correct copy of a slide Mr. Gruenberg
5 displayed to the jury during his closing argument at trial in this matter, containing a purported
6 direct quotation from KUSI news director Steve Cohen.

7 28. Attached as Exhibit 11 is a true and correct copy of a portion of my cross-
8 examination script for use with plaintiff Sandra Maas (pages 2-3), regarding her value as a
9 news anchor.

10 29. Attached hereto as Exhibit 12 is a portion of my closing argument script
11 regarding why Steve Cohen’s reaching out to Anna Laurel’s agent was not retaliation but
12 preparation.

13 30. Attached hereto as Exhibit 13 is a true and correct copy of admitted Trial
14 Exhibit 13.

15 31. Attached hereto as Exhibit 14 is a true and correct copy of admitted Trial
16 Exhibit 14.

17 32. Attached hereto as Exhibit 15 is a true and correct copy of defendant MBC’s
18 requested special jury instruction no. 9, regarding positive employment actions as counting
19 against a finding of retaliation.

20 33. Attached hereto as Exhibit 16 is a true and correct copy of defendant MBC’s
21 requested special jury instruction no. 10, regarding the need for proximity in time between a
22 protected activity and adverse employment action in retaliation cases.

23 34. Attached hereto as Exhibit 17 is a true and correct copy of defendant MBC’s
24 requested special jury instruction no. 14, regarding what counts – and does not count – as a
25 protected disclosure under Cal. Labor Code § Section 1102.5. This is the subject of MBC’s
26 separately filed motion for judgment notwithstanding the verdict.
27
28

1 35. Attached hereto as Exhibit 18 is a true and correct copy of defendant MBC's
2 requested special jury instruction no. 17, regarding contract negotiations as providing
3 justification for pay differentials in claims of unequal pay.

4 36. Attached hereto as Exhibit 19 are all the posts from Sandra Maas's Instagram
5 account that I did not include in Trial Exhibit 656, using the same starting and end dates as that
6 trial exhibit.

7 37. Attached hereto as Exhibit 179 is a true and correct redacted copy of plaintiff's
8 expert's demonstrative exhibit listing the salaries of (among others) plaintiff Sandra Maas and
9 Allen Denton for the years 2016-2019. The other broadcasters' names and salary information
10 are redacted, as is any information not specifically pertaining to Maas and Denton themselves.
11 The years most relevant for the case at hand – 2016 through 2019 – are highlighted.

12 38. Attached hereto as Exhibit 219 is a true and correct copy of admitted Trial
13 Exhibit 219.

14 39. Attached hereto as Exhibit 656 is a true and correct copy of admitted Trial
15 Exhibit 656, a compilation of posts I took from Sandra Maas's Instagram account relevant to
16 her claimed emotional distress.

17 I declare under penalty of perjury under the laws of the United States of America that
18 the foregoing is true and correct. Executed on May 12, 2023, in San Diego, California.

19
20
21 

22 _____
Kenneth M. Fitzgerald

EXHIBIT 1

On May 2, 2018, at 3:08 PM, Sandra Maas <smaas@sbcglobal.net> wrote:

Hi Mike...I can meet with you now... or tomorrow at 4 after taping SDP
I have a funeral to attend Friday afternoon in Dana Point so I will not
be here for the early shows but will be back to anchor the 10.

I think 215k is a fair proposal. I look forward to speaking with you.
Thanks.

I think 215k is a fair proposal.
Thanks.

I would request that prior to the meeting that you submit a proposal to
me of what you think a new deal should be.

I would request that prior to the meeting that you submit a proposal to
me of what you think a new deal should be.

Thanks,

Mike

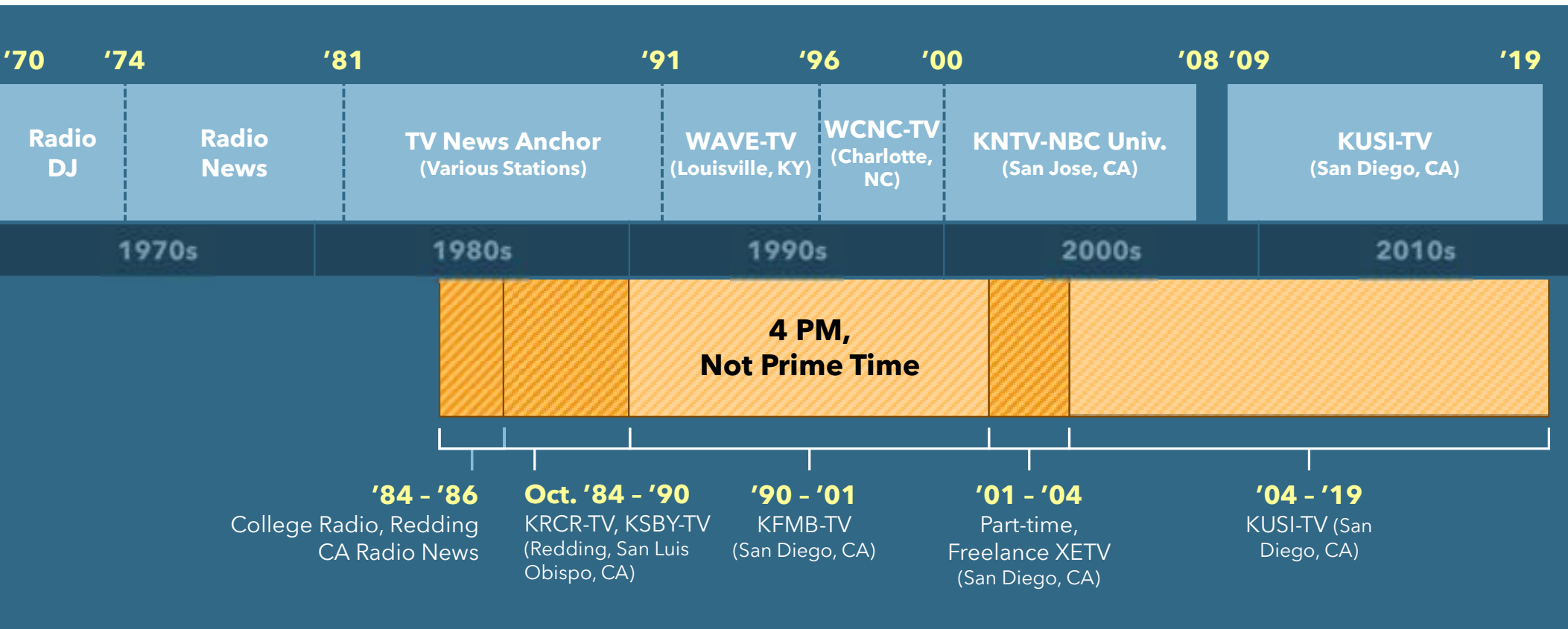
<image001.jpg> <image002.png>
4575 VIEWRIDGE AVE
SAN DIEGO, CA. 92123
858-505-5100 (OFFICE)
858-571-6397 (NEWS)

Business Judgment

In California, employment is presumed to be “**at will**.” That means that an **employer may discharge** or **take any other adverse employment action against an employee for no reason**, or for a **good, bad, mistaken, unwise**, or **even unfair reason**, as long as its action is not for a discriminatory and/or retaliatory reason.

Broadcasting Jobs

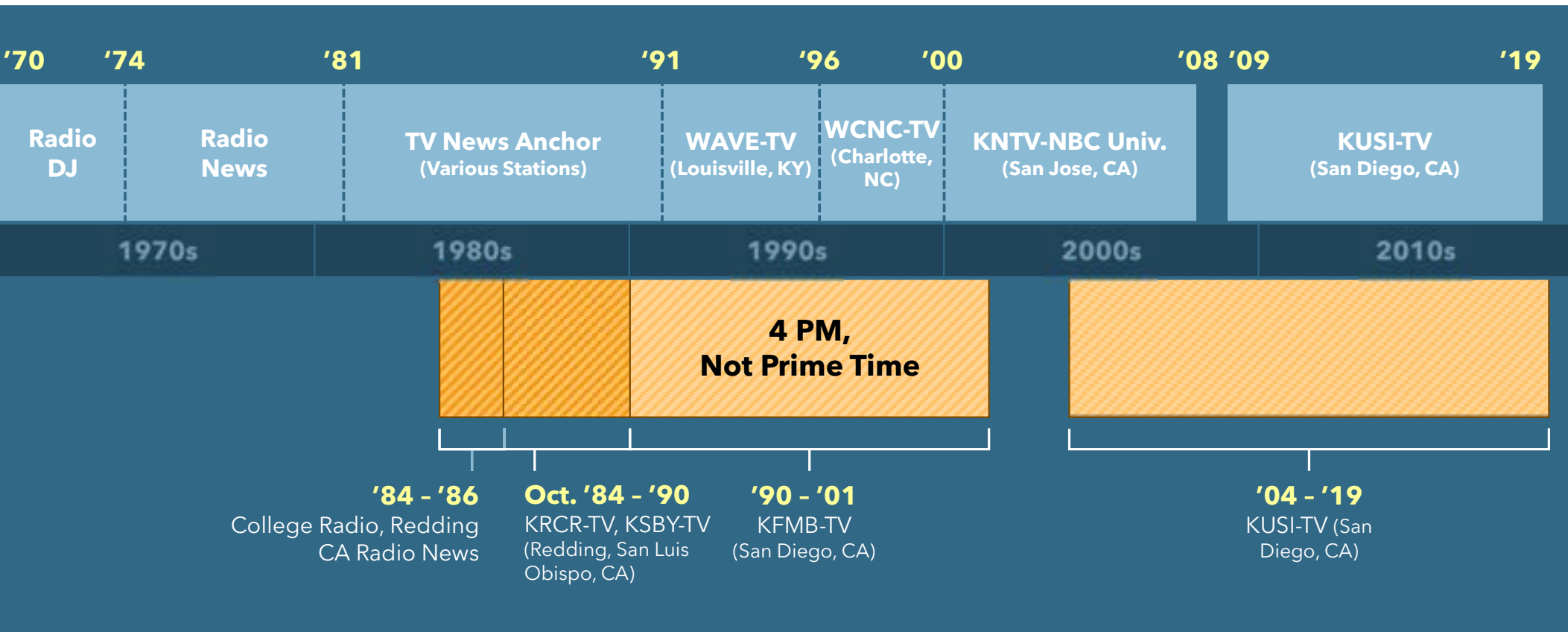
Total Full-Time Broadcasting Experience: **48 Years**



Total Broadcasting Experience (Including Part-Time): **35 Years**

Broadcasting Experience

Total Full-Time Broadcasting Experience: **48 Years**



Total Full-Time Broadcasting Experience: **32 Years**

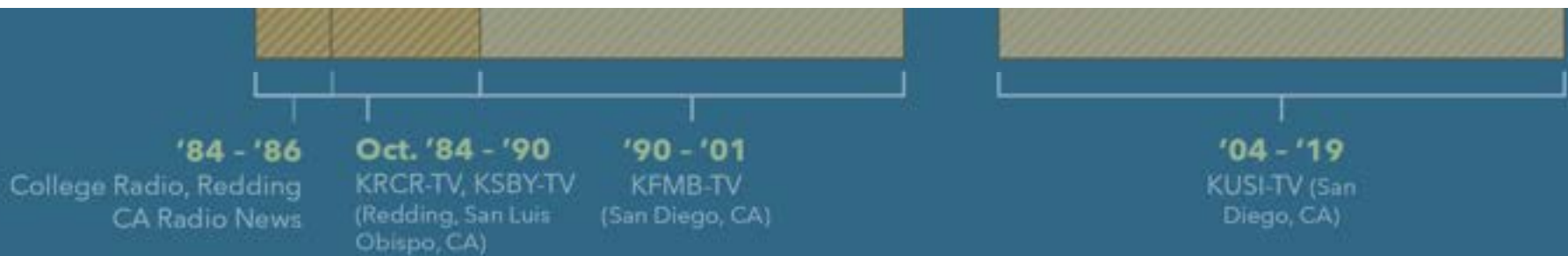
Broadcasting Experience



Total Full-Time Broadcasting Experience: **48 Years**



Total Full-Time Broadcasting Experience: **32 Years**



What The Attorneys Say Is Not Evidence

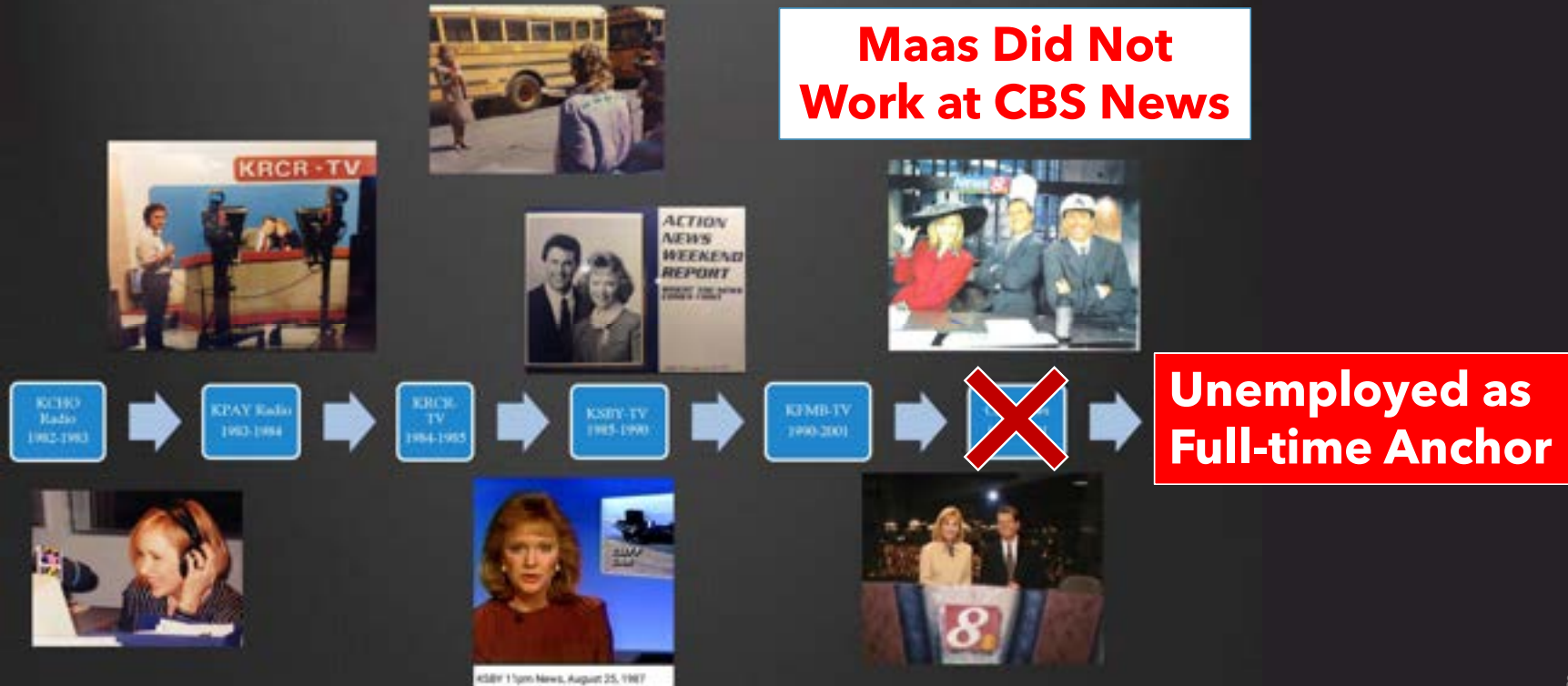
Jury Instruction

What the attorneys say during the trial is not evidence. In their opening statements and closing arguments, the attorneys talk to you about the law and the evidence. What the lawyers say may help you understand the law and the evidence, but their statements and arguments are not evidence.

The attorneys' questions are not evidence. Only the witnesses' answers are evidence. You should not think that something is true just because an attorney's question suggested that it was true.

What the Attorneys Say Is Not Evidence

Maas Before KUSI



What the Attorneys Say Is Not Evidence

Comparison: Maas v Denton

Areas to be Compared	Sandra Maas	Allen Denton
Education	CSU Chico: B.A. in Broadcast Communications, Political Science	High School Diploma
Experience in Broadcasting as of January 2018	33 years	37 years
Show Assignments	Co-anchored 5pm, 6pm, 10pm, and 11pm news (on and off)	Co-anchored 5pm, 6pm (until 2019), 10pm, and 11pm news (on and off)

Areas to be Compared	Sandra Maas	Allen Denton
Experience in Broadcasting as of January 2018	33 years 34 years	37 years 47 years

Awards / Accolades	13 regional Emmy Nominations	3-time regional Emmy winner 11 regional Emmy Nominations
Performance	No performance reviews issued	No performance reviews issued
Pay	\$160,000 + \$150/month hair and makeup (2016-2018) \$180,000 + \$350/month hair and makeup (2016-2018)	\$240,000 (2017-2018) \$245,000 (2018-2019)

Allen Denton vs. Sandra Maas When Hired By KUSI

	ALLEN DENTON	SANDRA MAAS
Broadcast Experience When Hired by KUSI	38 Years	20 Years
Larger-Than-San Diego Market Experience When Hired by KUSI	12 Years	0 Years
Major Market Anchor Experience When Hired by KUSI	8 Years	0 Years
Full-time TV Anchor Experience When Hired by KUSI	27 Years	17 Years
KUSI Salary When Hired	\$190,000 (Evening Anchor)	\$100,000 (Morning Anchor)
KUSI Salary in 2009 (When Denton Hired)	\$190,000 (Evening Anchor)	\$120,000 (Morning Anchor)

Sandra Maas Sworn Testimony on Relative Experience to Allen Denton

"...our experience
was the same..."

"...the only
difference between
Allen Denton and
me is gender."

"...The only reason
I wasn't paid
what Allen Denton
was paid is because
I am a woman."

Affirmative Defense – Bona Fide Factor

McKinnon Broadcasting Co. claims that:

- 1) Experience
- 2) Professional Achievements and Recognitions;
- 3) Talent/Broadcasting Style;
- 4) Work ethic; and
- 5) Attitude

are legitimate factors other than sex that justify paying Sandra Maas at a wage rate less than that paid to other employees of the opposite sex.

One or more of these factors justify the pay differential only if McKinnon Broadcasting Company proves the following:

- 1) That the factor is not based on or derived from a gender-based differential in compensation;
- 2) That the factor is job-related with respect to Sandra Maas' position as a News Anchor;
- 3) That the factor is consistent with a business necessity.

A "business necessity" means an overriding legitimate business purpose such that the factor effectively fulfills the business purpose it is supposed to serve.

This defense does not apply, however, if Sandra Maas proves that an alternative business practice exists that would serve the same business purpose without producing the pay differential.

Experience Matters: **Why Allen Denton Was Paid More**

- ✓ More Broadcasting Experience
- ✓ More TV Anchor Experience
- ✓ More Full-time, Prime-time TV Anchor Experience
- ✓ More Years of Continuous Full-Time TV Anchor Experience
- ✓ More Larger Market Experience (12 Years vs. 0)

CONCLUSION:

**Allen Denton Was Paid More Than Sandra Maas
Because He Had More Experience**

The Value of Experience | Starting KUSI Salaries

Anchor	Starting KUSI Salary	Broadcast Experience	Salary Paid / Yr. of Experience
Allen Denton	\$190,000	38 Years	$\frac{\$190,000}{38 \text{ Years}} = \text{\$5,000 / Yr.}$
Sandra Maas	\$100,000	20 Years	$\frac{\$100,000}{20 \text{ Years}} = \text{\$5,000 / Yr.}$

CONCLUSION:

Sandra Maas and Allen Denton **Were Paid The Same**
For Each Year of Broadcasting Experience

The Value of Experience | Ending KUSI Salaries

Anchor	Ending KUSI Salary	Broadcast Experience	Salary Paid / Yr. of Experience
Allen Denton	\$245,000	48 Years	$\frac{\$245,000}{48 \text{ Years}} = \text{\$5,104 / Yr.}$
Sandra Maas	\$180,000	35 Years	$\frac{\$180,000}{35 \text{ Years}} = \text{\$5,142 / Yr.}$

CONCLUSION:

Sandra Maas Was Paid **More** For Each Year of Broadcasting Experience

The Value of Experience | Ending KUSI Salaries

Anchor	Ending KUSI Salary	Full-Time Broadcast Experience	Salary Paid / Yr. of Experience
Allen Denton	\$245,000	48 Years	$\frac{\$245,000}{48 \text{ Years}} = \text{\$5,104 / Yr.}$
Sandra Maas	\$180,000	32 Years	$\frac{\$180,000}{32 \text{ Years}} = \text{\$5,625 / Yr.}$

CONCLUSION:

Sandra Maas Was Paid **Much More** For Each Year of Full-Time Broadcasting Experience

The Value of Experience | Ending KUSI Salaries

Anchor	Ending KUSI Salary	Full-Time Broadcast Experience
Allen Denton	\$245,000	48 Years
Sandra Maas	50% Higher Salary = \$270,000	
Sandra Maas	\$180,000	= 16 Year Difference

CONCLUSION:

Sandra Maas Was Paid Equitably Based on Experience

Professional Achievements – Broadcasting Awards

	ALLEN DENTON	SANDRA MAAS
Associated Press Awards	5 Awards	
Emmy Awards	3 Awards	0 Awards
Edward R. Murrow Award	1 Award	0 Awards

Awards

ALLEN DENTON

1 RTDNA Award

3 Best Anchor Awards

2 Best Anchor Team Awards

1 Best Employee of the Month Award

1 Mark Twain Award
(with KUSI, Sandra Maas)

SANDRA MAAS

1 Salvation Army Women of Dedication
(community service & philanthropy,
not broadcasting)

1 Silver Circle Award
(25 years broadcast excellence in San Diego)

1 Ranch & Coast Magazine Best TV
Personality Award

1 Media Style Award
(cancer survivors fashion show)

1 Mark Twain Award
(with KUSI, Allen Denton)

1970
Denton begins commercial broadcast career in radio
(Sandra Maas in elementary school)

1981
Denton begins TV news anchor career
(Sandra Maas freshman in college)

1982
Maas begins broadcast career at student-run Chico State radio station

Oct. 1984
Maas begins TV news anchor career

1991
Maas begins 4 pm anchor job at KFMB News 8
(Not prime time)

2000 - 2008
Denton anchors major market Bay Area NBC affiliate newscast, eventually earning \$690K/yr.

2001
2001 - 2004
Maas 4 PM anchor job at KFMB News 8 terminated
Maas unemployed as full-time anchor; freelances

Sep. 19, 2004
KUSI & Maas enter 3-yr. contract at \$100K, \$110K, \$120K/yr.

Aug. 2010
Maas moves to evening newcasts, co-anchoring with A. Denton. J. Coleman weather, M. Turko watchdog, P. Rudy sports: the "KUSI News Team"

2007 - 2011
KUSI & Maas enter successive contracts at \$120K/yr.

Jan. 2009
KUSI hires Denton as lead co-anchor on Evening News

1 yr., 8 mo.

1970s

1980s

1990s

2000s

2010s

1970

Denton begins commercial broadcast career in radio (Sandra Maas in elementary school)



2001 - 2004

Maas unemployed as full-time anchor; freelances

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Sep. 19, 2004
 KUSI & Maas enter 3-yr. contract at \$100K, \$110K, \$120K/yr.

May 1, 2011
 KUSI & Maas enter 2-yr. contract at \$135K, \$140K/yr.

Aug. 2010

2007 - 2011
 KUSI & Maas enter successive contracts at \$120K/yr.

Jan. 2009
 KUSI hires Denton as lead co-anchor on Evening News

1 yr., 8 mo.

2014 - 2016
 Maas works for \$140K/yr.

Late 2015
 Mike McKinnon Jr. asks Sally Luck for 15-mo. contract at \$160K/yr., with confirming lack of full-time work provision
 (Only KUSI on-air employee with that term)

1970s

1980s

1990s

2000s

2010s

1970

Denton begins commercial broadcast career in radio

(Sandra Maas in elementary school)

1981

Denton new: (San

19

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bi
st
St

2001

2001 - 2004

May 1, 2

Ex. 680

2014 - 2016

Maas 4 PM anchor job at

Maas

KUSI & Maas e

Maas works for \$140K/yr.

From: Mike McKinnon
Sent: Tuesday, November 22, 2016 3:31 PM
To: Sally Luck <SLuck@kusi.com>
Subject: sandra

Sally,

I need to prepare a new contract for Sandra.

13 months 12/01/2016-12/31-2017

Salary: \$160,000

Under duties along with our current language we need to add something to the following....

In addition to assigned anchoring duties, employee agrees to produce a weekly in-depth medical segment. (see cohen about the details).

We also need to include that we have the right of assignment and that if she is assigned an evening shift she is expected to work an 8 hour shift. Ex: 3:30pm-11:30pm.

We need to massage the language but I want it in her deal about hours, shift, etc...

Thanks,

Mike

Dec. 1, 2016

KUSI & Maas enter 13-mo. contract at \$160K/yr., with full-time, min. 40 hr./workweek provision

(Only KUSI on-air employee with that term)

1970s

2010s

1970

1981

2001

2001 - 2004

May 1, 2011

2014 - 2016

Maas 4 PM anchor job at KFMB News 8 terminated

Maas unemployed as full-time anchor; freelances

KUSI & Maas enter 2-yr. contract at \$135K, \$140K/yr

Maas works for \$140K/yr.

Ex. 5

Dec. 1, 2016

KUSI & Maas enter 13-mo. contract at \$160K/yr., with full-time, min. 40 hr./workweek provision

(Only KUSI on-air employee with that term)

4. DUTIES OF EMPLOYEE:

(a) Employee's General Duties. Employee shall render professional services as an on-camera television performer for one or more of Employer's television newscasts, and shall work at Employer's corporate offices in San Diego, California and at such other locations as Employer from time to time may direct. The specific duties of Employee shall include, but shall not be limited to, the following:

(ii) Employee understands that this position is a full time, five (5) day a week, minimum forty (40) hour per workweek position.

Oct. 1984

Maas begins TV news anchor career

1991

Maas begins 4 pm anchor job at KFMB News 8 (Not prime time)

KUSI & Maas enter successive contracts at \$120K/yr.

Jan. 2009

KUSI hires Denton as lead co-anchor on Evening News

1 yr., 8 mo.

1970s

1980s

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 KUSI hires Denton as lead co-anchor on Evening News

1 yr., 8 mo.

2014 - 2016
 Maas works for \$140K/yr.

Dec. 1, 2016

KUSI & Maas enter 13-mo. contract at \$160K/yr., with full-time, min. 40 hr./workweek provision
 (Only KUSI on-air employee with that term)

Dec. 2016

Maas tells Lauren Phinney she knows Allen Denton makes \$200K/yr.

1970s

1980s

1990s

2000s

2010s

Apr. 30, 2018

Maas emails M. McKinnon Jr. re new contract, raises equal pay issue with "multiple male counterparts at KUSI"

Apr. 26, 2018

Maas messages Pres./GM of KFMB News 8 seeking anchor job; KUSI learns she is looking for different job

2018

2019

2020

2021

2022

2023

Ex. 2

In addition to mentoring young staffers in the newsroom, I am also out volunteering and working in the community on behalf of KUSI. This past month I have emceed *San Diego Women's Week*, *The SD District Attorney sponsored Crime Vigil*, and *The Gold Digger's Hat's Off to SD fundraiser*. My community service is hard to match. I am highly visible on two boards in San Diego and was awarded the highest philanthropic honor in our community three years ago as a Salvation Army "Woman of Dedication." I love this city and plan to be here forever.

Apr. 30, 2018

Maas emails M. McKinnon Jr. re new contract, raises equal pay issue with "multiple male counterparts at KUSI"

Ex. 106

DUTIES OF EMPLOYEE:

(a) Employee's General Duties. Employee shall render professional services as an on-camera television performer for one or more of Employer's television newscasts, and shall work at Employer's corporate offices in San Diego, California and at such other locations as Employer from time to time may direct. The specific duties of Employee shall include, but shall not be limited to, the following:

as the Station shall request

Television Anchor/Reporter, professional news operation. Anchor skills and performance, news, anchor or reporting duties as assigned by the General Manager or News Director. Employer reserves the right to assign Employee to one or more news broadcasts, and to re-assign Employee from time to time. Employee agrees to make a reasonable number of personal appearances on behalf of the Station as the Station shall request without further compensation.

Apr. 26, 2018

Maas messages Pres./GM of KFMB News 8 seeking anchor job; KUSI learns she is looking for different job

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2022

2023

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Most Not Requested
By KUSI

Undisclosed Speaking Fees
Earned For Some Events

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2023

My experience is also hard to match. I have worked in this market on television since 1990. In my 35 years in broadcasting, I have received more than a dozen Emmy

nominations and have been inducted into the NATAS Silver Circle of Excellence. I am the only woman to be inducted second to none at this station. I can confidently say that no

one else has been inducted into the Silver Circle of Excellence.

Experience Matters

Allen Denton Had **Far More Experience**

Apr. 30, 2018

Maas emails M. McKinnon Jr. re new contract, raises equal pay issue with "multiple male counterparts at KUSI"

Apr. 26, 2018

Maas messages Pres./GM of KFMB News 8 seeking anchor job; KUSI learns she is looking for different job

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My experience is also hard to match. I have worked in this market on television since 1990. In my 35 years in broadcasting, I have received more than a dozen Emmy nominations and have been inducted into the NATAS Silver Circle for my on-air contributions. My anchoring skills are second to none at this station. I can confidently say that no one else can do.

Awards Matter

Allen Denton Had **Far More Awards**

Apr. 30, 2018

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Apr. 26, 2018

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2019

2020

2021

2022

2023

Talent Matters

KUSI's Judged Denton the Better, More Authentic Anchor

My experience is also hard to match. I have worked in this
 m
 b
 nominations and have been inducted into the NATAS Silver
 Circle for my on-air contributions. **My anchoring skills are
 second to none at this station.** I can confidently say that no
 one reads the news in the evening anchor chair better than I
 do.

Apr. 30, 2018

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My experience is also hard to match. I have worked in this market on television since 1990. In my 35 years in broadcasting, I have received numerous awards and nominations and have been inducted into the NATAS Silver Circle for my on-air contributions. My anchoring skills are second to none at this station. I can confidently say that no one reads the news in the evening anchor chair better than I do.

Apr. 30, 2018

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2018

2019

2020

2021

2022

2023

As I've told you, I enjoy my job here at KUSI and have a fantastic relationship with everyone in the newsroom, Mornings and Nightside. I'm well aware of the recent lucrative deals you've extended to the male on-air talent and I am your lead female evening anchor.

Attitude Matters

Apr. 30, 2018

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Apr. 26, 2018

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Sandra Maas' Attitude



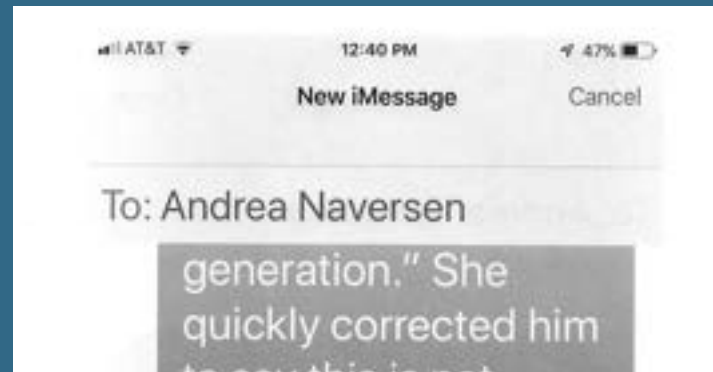
Sandra Maas' Attitude



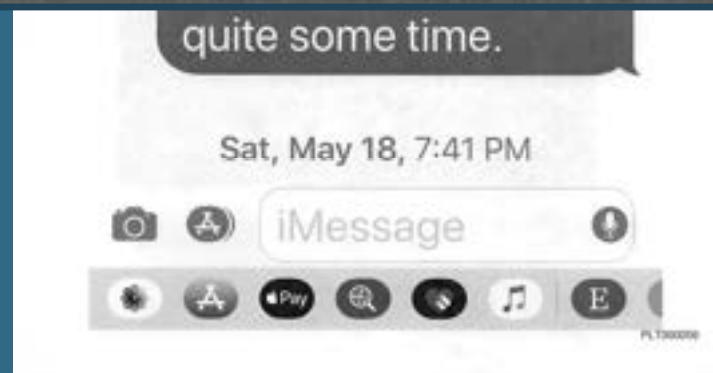
TAKE VO
{**CONT VO**}
AGAIN ...THE BLUE LINE TROLLEY IS SHUTTING
DOWN AT TEN TONIGHT....E STREET TO IRIS AND A
BUS BRIDGE TO WORK ON REPAIRS. IT'S NOT
CLEAR WHEN THE BLUE LINE TROLLEY WILL BE UP
AND RUNNING AGAIN.

Sandra Maas' Attitude





I've been "over it" for quite some time.



May 2, 2018

Believing Denton made \$250K/yr., Maas opens negotiation at \$215K/yr.: "a fair proposal"

Ex. 752-1

I think 215k is a fair proposal. I look forward to speaking with you.
Thanks.

Sandra

Apr. 30, 2018

Maas emails M. McKinnon Jr. re-new contract, raises equal pay issue with "multiple male counterparts at KUSI", Ex. 2

Apr. 26, 2018

Maas messages Pres./GM of KFMB News 8 seeking anchor job; KUSI learns she is looking for different job, Ex. *

2018

2019

2020

2021

2022

2023

May 2, 2018

Maas, McKinnon, & Luck meet re new contract; Maas describes herself as "Chanel being paid like Coach," refers to men as "Fruit of the Loom," says she's prepared to leave KUSI

May 27, 2018 🤖

Maas texts "So happy you escaped this mess of a place!", Ex. 200

May 29, 2018

M. McKinnon offers Maas immediate \$20K raise, 3-yr. contract at \$180K, \$185K, \$190K:

Maas says she's prepared to accept with retroactive raise to Jan. 1, 2018, \$180K, \$190K, \$195K, Ex. 110

Apr. 30, 2018

Maas emails M. McKinnon Jr. re new contract, raises equal pay issue with "multiple male counterparts at KUSI", Ex. 2

Jun. 14, 2018

Maas rejects 3-yr. contract, says "I'll take my chances" on 1-yr. deal

Jun. 15, 2018

KUSI & Sandra Maas enter 1-yr. contract at \$180K/yr., with full-time, min. 40 hr. workweek provision, Ex. 4

Feb. 12, 2019

Maas news break taping: "I ff hate this place," "I'm over it", Ex. 7

Feb. 20, 2019

Maas news break mis-identifies Navy SEAL E. Gallagher as Marine; News Director Cohen emails re error & why no gatekeeper caught it
News Director Cohen seeks potential Maas replacement

Apr. 26, 2018

Maas messages Pres./GM of KFMB News 8 seeking anchor job; KUSI learns she is looking for different job, Ex. *

Fall 2018

Mike McKinnon Jr. - Jay Brown discuss need for new anchors for switch to Good Evening San Diego format

2018

2019

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May 2, 2018

Maas, McKinnon, & Luck meet re new contract; Maas describes herself as "Chanel being paid like Coach," refers to men as "Fruit of

May 27, 2018

Maas texts "So happy you escaped this mess of a place!", Ex. 200

May 29, 2018

M. McKinnon offers Maas immediate \$20K raise, 20% contract of \$120K

Feb. 12, 2019

Maas news break taping: "I ff hate this place," "I'm over it", Ex. 7

Feb. 20, 2019

Maas news break mis-identifies Navy SEAL E. Gallagher as Marine; News Director Cohen emails re error & why no gatekeeper caught it
News Director Cohen seeks potential Maas replacement

Ex. 699

From: Steve Cohen <SCohen@kusi.com>
Sent: Wednesday, February 20, 2019 10:52 AM
To: Joe Riddle; Jason Brown; Allen Denton; Sandra Maas
Cc: Mike McKinnon; Jacob Minger; Vincent Winter
Subject: errors in promos and news breaks

We had a promo for Tuesday's 5pm news, that stated that Navy SEAL Edward Gallagher , was a Marine. He was not , of course. This is a flaw that makes us appear out of touch. I believe this was presented by Sandra. It was obviously in error. Let us discuss how this happened, and that no gatekeeper, caught it.

Maas messages
Pres./GM of
KFMB News 8
seeking anchor
job; KUSI
learns she is
looking for
different job,
Ex. *

Fall 2018

Mike McKinnon Jr. -
Jay Brown discuss
need for new
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2018

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Jun. 15, 2018

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Maas news break taping: "I hate this place," "I'm over it", Ex. 7

Feb. 20, 2019

Maas news break mis-identifies Navy SEAL E. Gallagher as Marine; News Director Cohen emails re error & why no gatekeeper caught it
News Director Cohen seeks potential Maas replacement

Ex. 700

Steve Cohen

From: Steve Cohen <SCohen@kusi.com>
 Date: Wednesday, February 20, 2019, 2:57 PM

I was thinking of Sandra replacement

From: Mike McKinnon
 Sent: Wednesday, February 20, 2019 3:00 PM
 To: Steve Cohen
 Subject: Re: holly herbert

Where does she live and what position are you thinking?

I was thinking of Sandra replacement

Where does she live and what position are you thinking?

858-505-8100 (OFFICE)
 858-575-6897 (NEWS)

From: Steve Cohen <SCohen@kusi.com>
 Date: Wednesday, February 20, 2019 at 2:57 PM
 To: Mike McKinnon <mckinnon@kusi.com>
 Subject: holly herbert

I spoke with Holly on the phone today. She is ready to travel here to meet with us to discuss anchor role.

I can co-ordinate with her agent Roger Bell.

SC

2018

2022

2023

May 2, 2018

Maas, McKinnon, & Luck meet re new contract; Maas describes herself as "Chanel being paid like Coach," refers to men as "Fruit of the Loom," says she's prepared to leave KUSI

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M. McKinnon offers Maas immediate \$20K raise, 3-yr. contract at \$180K, \$185K, \$190K:

Maas says she's prepared to accept with retroactive raise to Jan. 1, 2018, \$180K, \$190K, \$195K, Ex. 110

Jun. 14, 2018

Maas rejects 3-yr. contract, says "I'll take my chances" on 1-yr. deal

Jun. 15, 2018

KUSI & Sandra Maas enter 1-yr. contract at \$180K/yr., with full-time, min. 40 hr. workweek provision, Ex. 4

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Ex. 711

From: Jason Brown <JBrown@kusi.com>
Sent: Wednesday, May 15, 2019 7:17 PM
To: Steve Cohen; Joe Riddle; Sandra Maas; SMAAS@SBCGLOBAL.NET; Logan Byrnes; Anna Laurel; Mark Mathis; Paul Rudy; Victoria Hegner; Corbin Bravo; Gabriel Bates; Devon Thompson; Jack Molmud
Cc: Jacob Minger; Gina Bertuzzi; Josh Kellems; Mike McKinnon III
Subject: KUSI News at 5pm and 6pm **New Format Discussion Meeting**

On behalf of our News Director, I wanted to invite you to a meeting in the newsroom conference room tomorrow to **discuss the new format** for the 5pm and 6pm newscasts that will debut Monday, May 20, 2019.

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Maas news break taping: "I ff hate this place," "I'm over it", Ex. 7

From: Steve Cohen <SCohen@kusi.com>
Sent: Friday, June 07, 2019 5:05 PM
To: Jason Brown; Joe Riddle; Jacob Minger; Gina Bertuzzi; Tommy Sablan; Josh Kellems
Cc: Sandra Maas; Anna Laurel; Logan Byrnes; Mike McKinnon III; Vince Douglas; Fred Swift; Mike McKinnon
Subject: the new 4pm

Thank you all for your efforts in launching the new 4PM broadcast.

A few observations

1. The 4pm requires , **(2) pieces from GMSD reporters; 2 guests; 2 reporter Live reports**
2. If this is locked in each day, the 5-7 are smoother and easier to produce
3. **Weather** is a must for all programs
4. At 4pm sports is not required unless needed or sports news dictates- sports needs to be 2;30 to 3 without a guest. Sports guest should be placed in program where appropriate
5. **News Now** in all shows should be created with most important story first and descend in inverse proportion. Not more than 3 minutes.
6. Bookings can be diverse to handle traditional news; food, art and community news, and performances
7. One booking an hour should be in the hard or traditional news category
8. Anchors need opportunities to explore content, according to interest
9. Two boxes can be utilized so anchors and reporters can exchange views
10. Too much copy is written in traditional long form
11. **More conversational and improvisational copy** makes for a better ambience
12. Setting up guests should be expanded to anchors and producers (each anchor , having the opportunity to book one(1) guest a week of their choosing
13. A weekly general planning meeting needs to be created to review themes and special opportunities in the week ahead
14. **The format should be a guide** and not an impediment to flow.

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Ex. 732

SPECIAL INTERROGATORY NO. 66:

IDENTIFY all job applications you submitted to potential employers in or after 2018.

RESPONSE TO SPECIAL INTERROGATORY NO. 66:

2020 American Red Cross Regional Communications Mgr.

2021 KRON-TV Anchor

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Judging News Anchor Talent is **Subjective**

Talent is a **Bona Fide Factor** That is Job-Related, and Critical to the News Business

MBC's **Judgment of Talent** Was Based on Decades of Experience

MBC's Judgment of Talent Was **Not Based** on Gender

MBC's Subjective Judgment of Talent Was **Legal**

Engaged With the Content

Earthy

Approachable

Warm

Gracious

Friendly

Reassuring

Upscale

Short

Caring

Conversational

Authenticity

Serious

Classy

Spontaneous

Relatable

Genuine

Commanding

Proper

Traditional

Authoritative

Direct

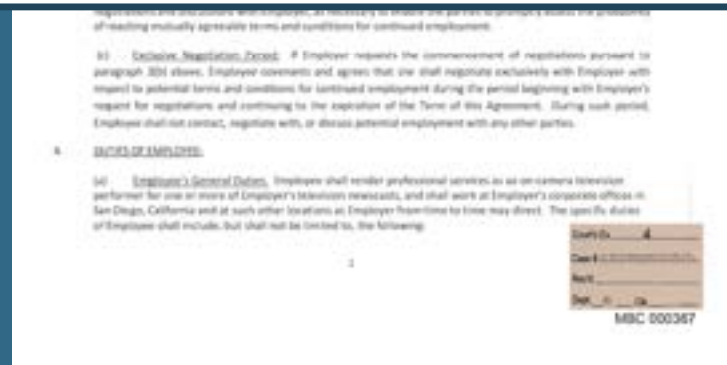
Sandra Maas' Attitude AND TALENT



Bona Fide Factor – Work Ethic



(ii) Employee understands that this position is a full time, five (5) day a week, minimum forty (40) hour per workweek position.

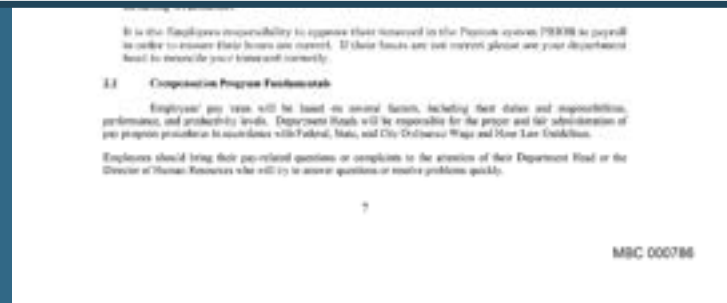


Anchors Clocked In on Arrival



2.1 PAYCOM Employee Time Keeping System

The Company has a time clock system called Paycom (the "system"). Employee's time worked is recorded by clocking in and out of the system. Exempt and non-exempt (hourly) employees must utilize this time keeping system. Non-exempt employees **MUST** clock in when they arrive, clock out when they leave for their meal period, clock back in when the employee returns from their meal period, and clock out at the end of the workday. If an



2015 Weekly Hours Clocked at KUSI

Weekly Hrs. Clocked	Weekly Hrs. Clocked Minus 1.5 Hr. Avg. Meal Break / Day	Hrs./Day, Minus 1.5 Hr. Avg. Meal Break / Day
27.9	20.4	4.08
36.7	29.2	5.84
38.18	30.68	6.136
38.38	30.88	6.176
43.72	36.22	7.244
41.52	34.02	6.804
37.39	29.89	5.978
37.3	29.8	5.96
38.81	31.31	6.262
44.3	36.8	7.36
35.79	28.29	5.658
35.7	28.2	5.64
36.11	28.61	5.722
36.99	29.49	5.898
37.88	30.38	6.076
37.14	29.64	5.928
38.77	31.27	6.254
36.74	29.24	5.848
35.24	27.74	5.548
47.16	39.66	7.932
38.88	31.38	6.276
36.32	28.82	5.764
37.49	29.99	5.998
37.04	29.54	5.908
38.35	30.85	6.17
36.71	29.21	5.842
31.63	24.13	4.826
34.63	27.13	5.426
35.02	27.52	5.504
37.95	30.45	6.09
36.5	29	5.8
36.92	29.42	5.884
39.73	32.23	6.446
Avg. / Week	37.54	
Avg. Hrs. / Week Assuming 1.5 Hour Meal Breaks		30.04
Avg. Hrs. / Day Assuming 1.5 Hour Meal Breaks		6.01

Allen Denton vs. Sandra Maas Station Hours Per Year

	ALLEN DENTON		SANDRA MAAS
Station Hours Clocked Per Year (2018)	1,884.91 Hours	-165.34	1,719.57 Hours
Station Hours Clocked Per Year (2017)	1,982.75 Hours	-125.31	1,857.44 Hours
Station Hours Clocked Per Year (2016)	1,846.85 Hours	-113.73	1,733.12 Hours

Allen Denton Was More Engaged In Script Editing

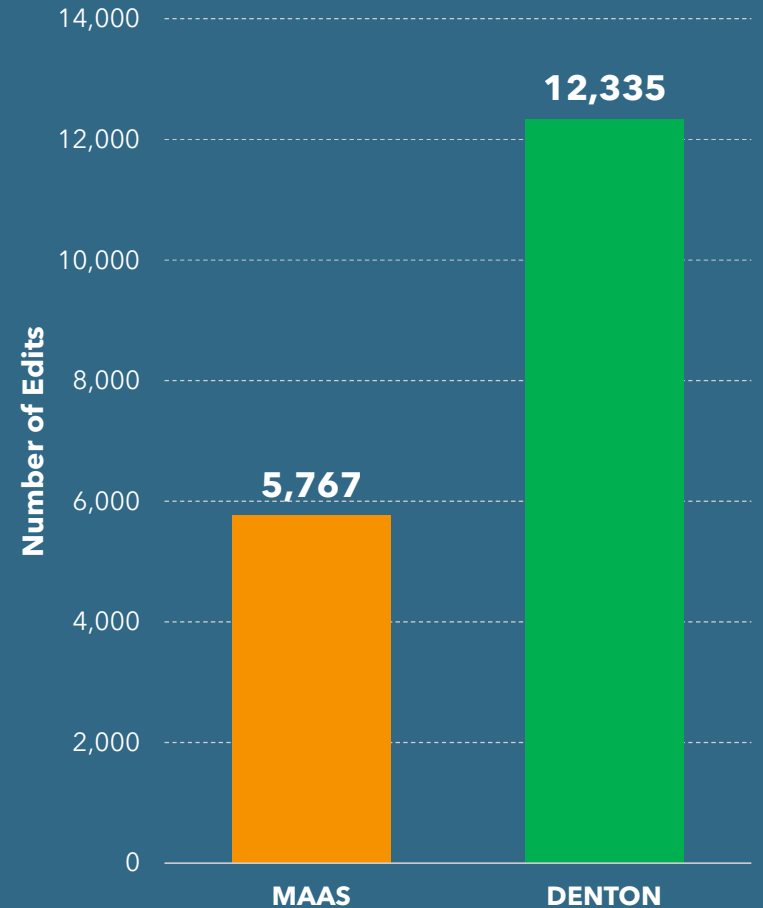
shows with editon

# INSEX	DAY of Wk	RUNNING ORDER START and DURATION		RUNNING ORDER DOC TITLE	SUMMARY of RUNNING ORDER ROW DURATIONS				ROW EDITS	
		START DATE/TIME	DURATION		BEAR TIME	TEXT TIME	MEDIA TIME	ELAPSED TIME	MAAS	ADENTON
22737	MON	2010-08-09 17:56:01	01:03:59	KUSH NEWS AT SIX	00:26:31	00:21:40	00:08:51	01:00:19	7	10
22738	MON	2010-08-09 21:59:30	00:57:30	KUSH NEWS AT TEN	00:46:24	00:23:36	00:22:48	00:55:53	4	7
22740	TUE	2010-08-10 17:55:57	01:04:03	KUSH NEWS AT SIX	00:33:25	00:19:14	00:14:11	01:04:01	3	5
22747	TUE	2010-08-10 21:59:30	00:57:30	KUSH NEWS AT TEN	00:45:10	00:21:22	00:23:68	00:55:17	3	4
22757	WED	2010-08-11 17:54:23	01:05:37	KUSH NEWS AT SIX	00:33:48	00:22:06	00:11:42	01:05:12	1	3
22758	WED	2010-08-11 21:59:30	00:57:30	KUSH NEWS AT TEN	00:42:06	00:24:43	00:17:25	01:01:06	0	4
22786	THU	2010-08-12 17:56:01	01:03:59	KUSH NEWS AT SIX	00:27:15	00:25:25	00:06:47	01:03:39	1	5
22787	THU	2010-08-12 21:59:30	00:57:30	KUSH NEWS AT TEN	00:33:47	00:23:38	00:11:11	00:59:13	1	7
22776	FRI	2010-08-13 17:55:13	01:04:47	KUSH NEWS AT SIX	00:36:28	00:22:18	00:14:08	01:04:04	1	7
22777	FRI	2010-08-13 21:59:30	00:57:30	KUSH NEWS AT TEN	00:43:08	00:22:50	00:20:18	01:02:17	2	4
22806	MON	2010-08-16 17:58:46	01:00:35	KUSH NEWS AT SIX	00:35:24	00:20:10	00:15:54	00:58:15	0	2
22807	MON	2010-08-16 21:59:30	00:57:30	KUSH NEWS AT TEN	00:48:03	00:23:41	00:24:22	00:52:07	1	5
22815	TUE	2010-08-17 17:53:15	01:06:45	KUSH NEWS AT SIX	00:31:25	00:21:35	00:09:50	01:05:11	3	1
22816	TUE	2010-08-17 21:59:30	00:57:30	KUSH NEWS AT TEN	00:39:59	00:24:37	00:15:52	00:54:36	6	5
22825	WED	2010-08-18 17:58:44	01:01:18	KUSH NEWS AT SIX	00:35:55	00:22:30	00:12:25	00:59:37	2	10
22826	WED	2010-08-18 21:59:30	00:57:30	KUSH NEWS AT TEN	00:41:04	00:20:48	00:20:16	00:56:10	0	3
22834	THU	2010-08-19 17:58:17	01:01:43	KUSH NEWS AT SIX	00:39:48	00:25:23	00:14:20	01:01:19	0	4
22835	THU	2010-08-19 21:59:30	00:57:30	KUSH NEWS AT TEN	00:45:17	00:26:35	00:18:42	00:54:56	2	1
22841	FRI	2010-08-20 17:54:16	01:05:44	KUSH NEWS AT SIX	00:35:34	00:24:37	00:09:11	01:06:06	5	4
22842	FRI	2010-08-20 21:59:30	00:57:30	KUSH NEWS AT TEN	00:43:16	00:24:08	00:21:00	00:56:29	0	3
22851	MON	2010-08-23 17:54:30	01:00:35	KUSH NEWS AT SIX	00:36:01	00:21:01	00:14:08	00:59:10	1	1
22852	MON	2010-08-23 21:59:30	00:57:30	KUSH NEWS AT TEN	00:46:01	00:23:00	00:18:00	00:59:01	0	1
22864	TUE	2010-08-24 17:55:35	01:06:45	KUSH NEWS AT SIX	00:36:01	00:21:01	00:14:08	00:59:10	0	1
22865	TUE	2010-08-24 21:59:30	00:57:30	KUSH NEWS AT TEN	00:46:01	00:23:00	00:18:00	00:59:01	0	1
22866	WED	2010-08-25 17:55:35	01:06:45	KUSH NEWS AT SIX	00:36:16	00:21:09	00:15:15	01:00:33	1	3
22867	WED	2010-08-25 21:59:30	00:57:30	KUSH NEWS AT TEN	00:46:22	00:23:46	00:24:22	01:06:24	2	2
22904	THU	2010-08-26 17:58:31	01:00:35	KUSH NEWS AT SIX	00:35:15	00:24:06	00:11:08	00:59:44	2	4
22905	THU	2010-08-26 21:59:30	00:57:30	KUSH NEWS AT TEN	00:39:50	00:20:04	00:14:46	01:01:29	2	4
22914	FRI	2010-08-27 17:54:22	01:05:36	KUSH NEWS AT SIX	00:28:21	00:19:03	00:09:18	01:02:49	2	1
22915	FRI	2010-08-27 21:59:30	00:57:30	KUSH NEWS AT TEN	00:42:21	00:21:41	00:20:50	01:04:29	4	3
22953	MON	2010-08-30 17:53:49	01:06:11	KUSH NEWS AT SIX	00:30:57	00:22:30	00:06:27	01:06:06	4	3
22954	MON	2010-08-30 21:59:30	00:57:30	KUSH NEWS AT TEN	00:39:48	00:22:56	00:16:50	00:55:19	1	7
22994	TUE	2010-08-31 17:54:13	01:05:47	KUSH NEWS AT SIX	00:34:11	00:21:01	00:13:10	01:06:03	2	4
23241	TUE	2010-09-01 21:59:30	00:57:30	KUSH NEWS AT TEN	00:42:04	00:20:35	00:22:19	00:50:47	0	3
22972	WED	2010-09-01 17:59:25	01:00:35	KUSH NEWS AT SIX	00:36:45	00:20:36	00:16:09	01:00:21	3	6
22969	WED	2010-09-01 21:59:30	00:57:30	KUSH NEWS AT TEN	00:45:57	00:20:00	00:25:57	00:54:55	1	7
22980	THU	2010-09-02 17:54:19	01:05:41	KUSH NEWS AT SIX	00:36:41	00:23:09	00:12:42	01:03:48	3	3
22982	THU	2010-09-02 21:59:30	00:57:30	KUSH NEWS AT TEN	00:37:48	00:20:35	00:17:11	01:00:03	3	6
23082	MON	2010-09-13 17:52:04	01:07:56	KUSH NEWS AT SIX	00:26:15	00:18:40	00:07:35	01:06:03	4	3
23083	MON	2010-09-13 21:59:30	00:57:30	KUSH NEWS AT TEN	00:39:47	00:24:07	00:15:40	01:00:41	2	5
23002	TUE	2010-09-14 17:52:56	01:07:04	KUSH NEWS AT SIX	00:34:52	00:21:52	00:13:00	01:05:31	3	2
23003	TUE	2010-09-14 21:59:30	00:57:30	KUSH NEWS AT TEN	00:41:08	00:23:02	00:18:06	01:00:19	3	9
23102	WED	2010-09-15 17:53:05	01:06:55	KUSH NEWS AT SIX	00:33:23	00:20:13	00:11:10	01:05:29	1	4
23103	WED	2010-09-15 21:59:30	00:57:30	KUSH NEWS AT TEN	00:41:04	00:23:12	00:17:52	00:53:54	3	7
23112	THU	2010-09-16 17:52:39	01:07:30	KUSH NEWS AT SIX	00:35:31	00:23:17	00:12:14	01:06:12	3	6
23113	THU	2010-09-16 21:59:30	00:57:30	KUSH NEWS AT TEN	00:39:35	00:25:18	00:14:17	00:54:27	2	5

Case # 675
 Case #
 Name
 Date

Page 1

Aug. 9, 2010 - Feb. 27, 2019



Sandra Maas Testimony "Missing Newsbreaks"

Q. How many times between 2016 and 2019 did you not make a News Break that you were assigned to do?

A. I don't recall.

Q. Was it more than ten?

A. It might have been.

Allen Denton Trial Testimony

Q. Were there periods of time when you were there and she was not?

A. **Yes.**

Q. Focusing on the last couple of years that you were there, was that a frequent occurrence where you were at the station working and she was not?

A. **You know, I didn't look at, as I said in the deposition, the clock or when she was there or she wasn't there. I can only tell you that on numerous occasions people would come to me, Steve Cohen, Joel Riddle, Jay Brown, and say, "Where is Sandra? Where is Sandra?"**

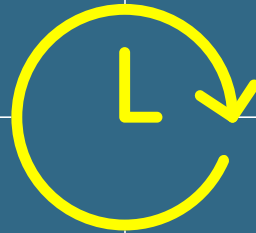
Q. All right. Did she often -- during that last period of employment, did she often come in later?

A. **Quite a bit.**

Plaintiff's Work Habits

Frequently
ARRIVED LATE

DELAYED
Promo Tapings



2 TO 2.5 HOUR
Meal Breaks

MISSED
News Breaks

Plaintiff's Gender Discrimination Claim

PLAINTIFF'S CONTENTION:
Paul Rudy Made
More Money For a Lesser Job

Gender Discrimination?

	PAUL RUDY		SANDRA MAAS
Station Hours Clocked Per Year (2018)	2,360.03 Hours	-640.06	1,719.57 Hours
Station Hours Clocked Per Year (2017)	2,384.01 Hours	-526.57	1,857.44 Hours
Station Hours Clocked Per Year (2016)	2,469.98 Hours	-736.86	1,733.12 Hours

Gender Discrimination Claim – 12/31/2018 Anchor Pay Comparison

Anchor	Full-Time TV Anchor Experience	Major Market TV Anchor Experience	Assignments	Total Pay
Allen Denton	37 Years	8 Years	Evening Co-Anchor	\$245,000
Sandra Maas	32 Years	0 Years	Evening Co-Anchor	\$180,000
Female A	11 Years	0 Years	Evening Co-Anchor	\$150,000
Male A	17 Years	3 Years	Evening Co-Anchor	\$130,000
Female B	3 Years	0 Years	Evening Co-Anchor	\$115,000
Female C	13 Years	0 Years	Weekday Reporter, Weekend Anchor, Back Up Weekday Anchor	\$96,000
Male B	11 Years	0 Years	Weekday Reporter, Weekend Anchor, Back Up Weekday Anchor	\$95,000

Gender Discrimination Claim - Anchor Salaries After Allen Denton's Retirement

Anchor	Annual Pay
Sandra Maas (Female)	\$180,000
Female A	\$150,000
Male A	\$130,000
Female B	\$115,000
Male B	\$95,000

California Equal Pay Act Claim – 12/31/2018 Anchor Pay Comparison

Anchor	Full-Time TV Anchor Experience	Major Market TV Anchor Experience	Assignments	Total Pay
Allen Denton	37 Years	8 Years	Evening Co-Anchor	\$245,000
Sandra Maas	32 Years	0 Years	Evening Co-Anchor	\$180,000
Male A	17 Years	3 Years	Evening Co-Anchor	\$130,000
Male B	11 Years	0 Years	Weekday Reporter, Weekend Anchor, Back Up Weekday Anchor	\$95,000

California Equal Pay Act Claim – Anchor Salaries After Allen Denton’s Retirement

Anchor	Annual Pay
Sandra Maas (Female)	\$180,000
Male A	\$130,000
Male B	\$95,000

Allen Denton Trial Testimony

Q. Do you believe that Sandra Maas deserved to be paid as much as you?

A. You know, I think that that's a decision that's up to management. I wasn't in management. Every manager, every news director bases the salaries on the skill sets that person brings to the table. I would challenge anyone to find two co-anchors who sit side by side in the same market, whether it be San Diego, L.A., San Francisco, or anywhere in this country, who are made -- who make the same salary?

Plaintiff **Did Not Prove** Gender Discrimination

Sandra Maas Was **Not Replaced By A Man**

Sandra Maas Was Offered a \$20,000 Raise and a 3-Year Contract

Sandra Maas' Rejection of 3-Year Contract

CASE OVER

No Evidence of Gender-based Criticism or Hostility

No Emails or Texts Commenting on Female Characteristics

No Actual Evidence of Anti-Female Motivation

KUSI Changed Format and Style of Evening News to Good Evening San Diego:

Sandra Maas Was a Polished, Authoritative-Sounding **News Reader**

Good Evening San Diego Required **Earthy, Approachable, Relatable, Conversationalist**

Sandra Maas **Did Not Work Long Hours** to Prepare

Good Evening San Diego Required **More Thorough Preparation** By Anchors

Plaintiff **Did Not Prove** Gender Discrimination

KUSI Paid Sandra Maas **More** Than Male Anchors with Less Experience

KUSI Paid Anchors Based on **Experience, Talent,** and **Work Ethic**

KUSI Paid Kimberly Hunt More Than Sandra Maas and Male Anchors

KUSI Paid Paul Rudy Based on **Substantially More Work** and **Hugely Successful**
PPR Franchise

CONCLUSION:

**KUSI Took No Adverse Employment
Action Based on Sandra Maas's Gender**

Plaintiff **Did Not Prove** Age Discrimination

Sandra Maas Was **Not Replaced By A Young Woman** (Ginger Jeffries 47)

Sandra Maas Was Offered a \$20,000 Raise and a 3-Year Contract

Sandra Maas' **Rejection**

KUSI Changed Format

CASE OVER

go:

Sandra Maas Was a Polished, Authoritative-sounding **News Reader**

Good Evening San Diego Required **Earthy, Approachable, Relatable, Conversationalist**

Good Evening San Diego Required **More Thorough Preparation** By Anchors

Sandra Maas **Did Not Work Long Hours** to Prepare

Ginger Jeffries' Broadcasting Style Was **Better Suited** to Good Evening San Diego Format and S

No Evidence of Age-Based Criticism or Hostility:

No Emails or Texts Commenting on Plaintiff's Age or Age-Related Traits

No Substantial Evidence of Anti-Age Motivation

"New Generation" Referred to **New Generation of News Format**

"Cycle" Referred to **Cycle of News Format**

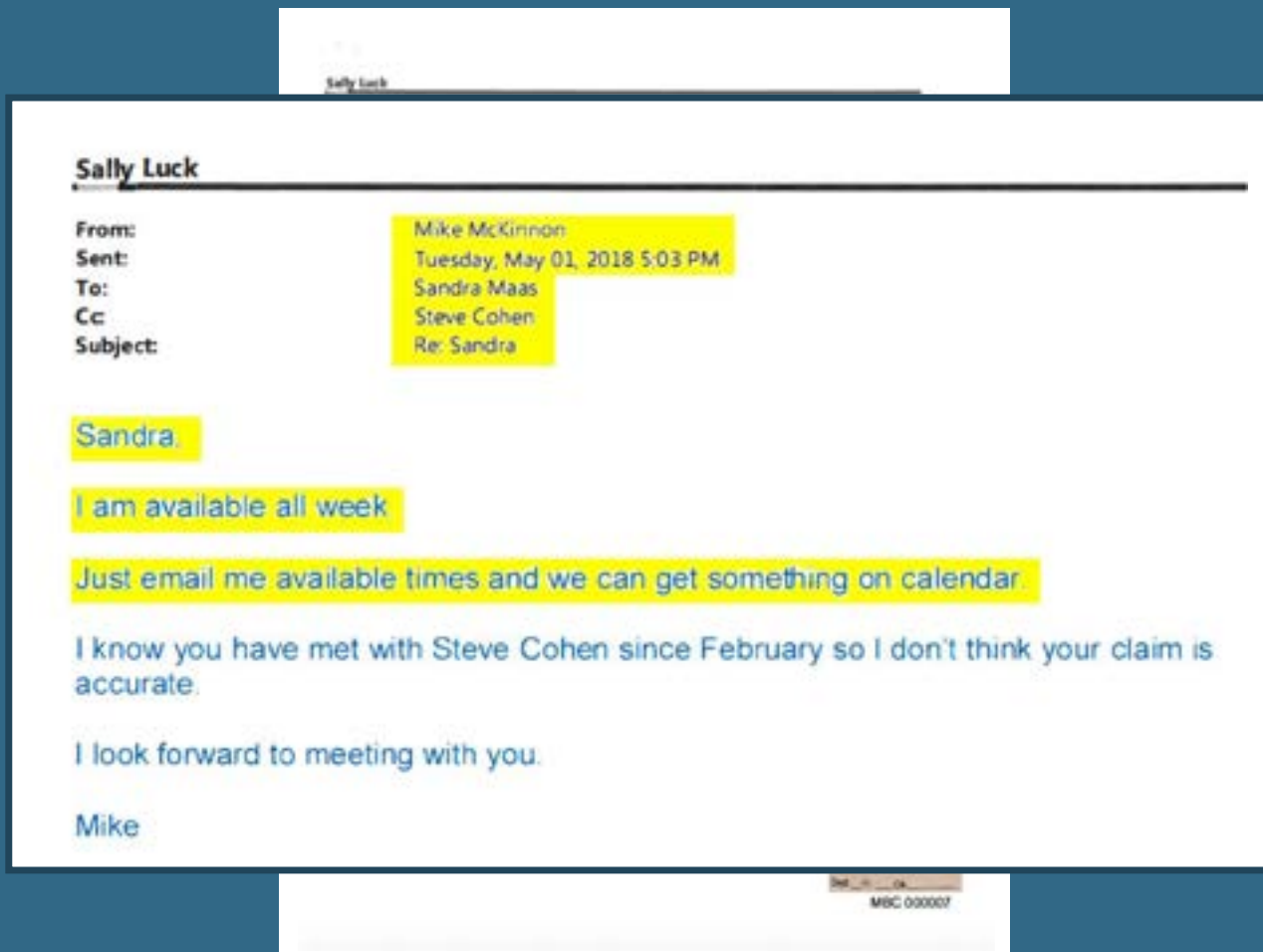
Debra Reilly Testimony Proves Nothing

Faulty Investigation \neq Gender Pay Discrimination

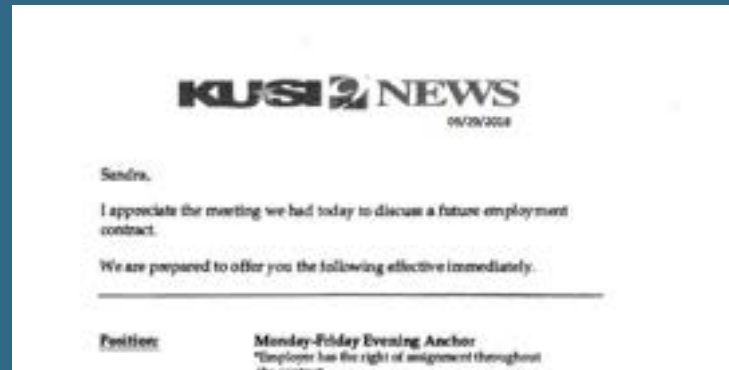
No Gender Pay Discrimination?

Investigation Irrelevant

Retaliation?



Retaliation?



After Maas questioned pay disparity, KUSI offered her a 3-year contract with raises



Plaintiff **Did Not Prove** Retaliation

Plaintiff Was **Not Fired** and Did Not Suffer Adverse Employment Action in Response to Her Equal Pay Complaint

Instead, Plaintiff Was Offered a **\$20,000 Raise and a 3-Year Contract**

The Alleged Adverse Employment Action Occurred 1 Year

CASE OVER

**Plaintiff Was Not Retaliated Against
For Raising Equal Pay Issue**

What This Dispute Is **Not** About

✗ The **Pay Gap** in Society

✗ Whether Plaintiff **BONA FIDE FACTORS JUSTIFY PAY DIFFERENTIAL**

Whether Plaintiff and Alleged Defendant Have **NOT IN DISPUTE** Similar Job Duties

✗ Whether Plaintiff Was **Written Up** For Being Late, Insubordination, Hostile Attitude, Etc.

✗ Whether Anyone **Complained** About Healthy Living Segments

✗ Whether Plaintiff Was **Fired For Cause**

Plaintiff Was **Not Fired**

Plaintiff Wanted a **1-Year Employment Contract**, Which Was Fulfilled

✗ "Others"

What This Dispute **Is** About

The
Value
of a News Anchor

What This Dispute **Is** About

Whether Allen Denton's Experience Was Greater Than Sandra Maas's

YES

Whether Allen Denton's Work Ethic Was Better Than Sandra Maas's

YES

Whether Allen Denton's Attitude Was Better Than Sandra Maas's

YES

Whether KUSI Made a **Judgment** That Allen Denton Was A More **Valuable** Anchor, Based on:

His Talent

His Greater Experience

His More Meaningful Experience

His Previous Pay

His Better Work Ethic

His Better Attitude

YES

Whether KUSI Paid Allen Denton More Based on Gender

NO

Jury Instruction: **Witness Willfully False**

Witnesses ... However, if you decide that a witness did not tell the truth about something important, you may choose not to believe anything that witness said.

Sandra Maas Deposition Testimony

Q. Outside of what you were paid under your employment agreement for your 2018 and your 2017 employment agreements, did you receive any other compensation while you were working at KUSI during that 2017 to 2019 time period?

A. **I was compensated \$2,500 for MC'ing the Ernst & Young Entrepreneur of the Year awards.**

Q. Did you receive any other compensation or otherwise, during 2017 and 2019?

A. **I MC'ed a Girl Scout event and they gave me a box of Thin Mints.**

Q. Anything else?

A. **Sometimes people would send me flowers for MC'ing an event, and that is all.**

FALSE

Sandra Maas Sworn Interrogatory Response



SPECIAL INTERROGATORY NO. 68:

IDENTIFY all monetary or nonmonetary payments received during your time of employment with McKinnon Broadcasting Co., including but not limited to those received from your employer.

FALSE

RESPONSE TO SPECIAL INTERROGATORY NO. 68:

Plaintiff received \$2,500 per year to emcee the Ernst & Young Entrepreneur of the Year Awards.



Sandra Maas Testimony Regarding Allen Denton

"He Disappeared Mysteriously..."

Q. Weren't you planning to call Allen Denton to testify in this trial?

A. That was to be determined.

Q. Did he ghost you?

A. He disappeared mysteriously at the end. Something happened. Someone got to him.

FALSE

Allen Denton Trial Testimony

Q. Have you been willing to testify live but remotely for either side?

A. Absolutely.

Q. Ms. Maas was asked yesterday whether you had ghosted the plaintiff's legal team. And she said, quote --

MR. GRUENBERG: Your Honor, improper, 352.

THE COURT: It was in evidence, so I'm going to overrule it.

BY MR. FITZGERALD:

Q. She said, quote, "He disappeared mysteriously at the end. Something happened. Someone got to him," close quote. Is that true?

A. No.

Q. Did you mysteriously disappear from plaintiff's legal team at the end?

A. Absolutely not. My phone number has been the same for 23 years. The last time I looked last night, we're still Facebook friends. We still are -- I have communications from Instagram -- or not Instagram, but on various phone calls. I mean, I've got -- I think it's dated February the 6th, I had a conversation with her attorney. And then on February 7th, she texted me.

THE COURT: Mr. Denton, I think you've answered the question. Go ahead, Mr. Fitzgerald.

BY MR. FITZGERALD:

Q. Did someone get to you?

A. No. No one's -- I spoke to both attorneys since then.

Sandra Maas Testimony – News Anchor

Q. Ms. Maas, Exhibit 65- -- what was shown as Exhibit 656 was an incomplete -- you testified was an incomplete compilation of your Instagram posts; correct?

A. Correct.

Q. And how was it that it was

FALSE

A. Well, they've taken out all of the photos that I have and posts that I have with my ethnically diverse group of friends.

Sandra Maas Testimony "Did You Ever Exercise Regularly?"

Q. Prior

A. No.

NOT CREDIBLE basis?

Sandra Maas Testimony "In All My Other Contracts"

Q. Did you find the clause unique?

A. No. It had been in all my other contracts.

Q. All right. And if we could look at Section 4A2 on the next page. "Employee understands that this position is a full-time, five-day-a-week, minimum 40-hour-per-workweek position." Do you see that?

A. Yes.

Q. You were asked yesterday, quote -- and I'm reading from yesterday's transcript Page 66, Lines 4 to 5.

"Question: Did you find the clause unique?"

"Answer: No. It had been in all my other contracts."

Is that true?

A. That is true.

Anna Laurel Testimony re Morning Shows Contract Language

Q. You can just scan the first couple pages of the document. Did KUSI lay out any of the assigned newscasts that you were to be on at any point during your - your stint at KUSI?

A. No. And that was kind of a sticking point for me before I came. Because since they originally wanted me on the morning show, I was afraid that once I got there that they would be like, "Oh, you know what? We're just going to put you on the morning show" since it wasn't in a contract. Because I've always been told in your TV news contracts, you have to really stipulate it or it could change. And they would not add that and put what newscasts I was going to be in. And so I was unsure. But in the end, I went with it.

Sandra Maas Contracts

Exhibit No.	Contract Effective Date	40 Hour Clause Included?
101	July 19, 2004	No; "Employees' primary responsibility will be to anchor in the morning newscasts... currently air from 5:00 a.m. through 9:00 a.m. and 10 a.m. to 11 a.m. Services include preparation and anchoring through an eight-hour workday beginning at 4 a.m. and continuing through to noon..."
103	August 31, 2007	No
104	August 2, 2008	No
105	January 1, 2010	No; "Employees' primary responsibility will be to anchor the morning newscasts . . . currently air from 5:00 a.m. through 9:00. . . . Services including preparation and anchoring through an eight hour work day beginning at 4:00 a.m. and continuing through to 1pm with an hour meal break..."
106	May 1, 2011	No
5	December 1, 2016	Yes, "...minimum forty (40) hour..."
4	June 14, 2018	Yes, "...minimum forty (40) hour..."

Sandra Maas Testimony "In All My Other Contracts"

Q. Did you find the clause unique?

A. **No. It had been in all my other contracts.**

FALSE

Q. All right. And if we could look at Section 4A2 on the next page, "Employee understands that this position is a full-time, five-day-a-week, minimum 40-hour-per-workweek position." Do you see that?

A. **Yes.**

Q. You were asked yesterday, quote -- and I'm reading from yesterday's transcript Page 66, Lines 4 to 5.

"Question: Did you find the clause unique?"

"Answer: No. It had been in all my other contracts."

Is that true?

A. **That is true.**

Sandra Maas Exaggerations

"I have children here" [At USC]: "my children **live within an hour** of San Diego"

"...the Healthy Living segments...
I'm a one-man band. I do everything."

medical reports:
"recognized internationally"

As of February 2019 **"everything was going really well"**

"I worked at **NPR**"

"I continued to anchor at **ABC**"

community events were
"on behalf of KUSI"

"She **developed franchises** at KFMB-TV and KUSI TV . . . **generating a new revenue stream** for the **stations**"

"I'm an **under the radar** person"

"I felt so -- so humiliating to be -- **to end this -- my 30 years in broadcasting in this way**"

Sandra Maas

IN TRIAL

"I **loved the people** there and **I loved my job.**"

"... **my identity** was working as a **journalist**, a **news anchor**, on TV in San Diego."

"I was **stunned**. I just was -- I was **shocked**. I was just -- kind of had this **out-of-body experience.**"

"... it made me feel **sad**.
It made me **feel less than.**"

IN REAL TIME

"I **ff hate this place**"

"Good God! **Who's writing this?!**"

"[slam] **I'm over it**" Ex. 7

"**I've been 'over it'** for quite some time" Ex. 60

"I'm a **bit surprised**" Ex. 60

"**I will be fine** and **I'm relieved**
to be out of that toxic place"

"Finished the show. . . **They'll be hearing more from me very soon.** Do you think they know it? And what do you make of Cohen? What a coward!" Ex. 117

Sandra Maas Trial Testimony – Healthy Living

Q. Is it your estimate that you did 95 percent of the weeks that you could have done?

A. Yes, that is my estimate.

Q. Okay.

A. Correct.

Q. Okay. And these stories are... to set up
stories are... ment?

A. Most Healthy Living Segment.

Q. But not all of them; right?

A. Not all of them.

Q. All right. Most of them?

A. 95 percent of them.

EXAGGERATED



120

Weeks of Healthy Living Segments Expected / Required Per Maas Testimony

5

Healthy Living Segments Produced and Aired By Other Reporters

81

Maas Healthy Living Segments Produced

33 out of **81**

Fewer Healthy Living Segments Copied "Out of State" by South Maas

Healthy Living Segments



CNN Health Copy With Voice-Over (lead-in only)	33
CNN Health Derivatives (lead-in + local, in studio interview)	20
Minimal Effort Required	18
"Enterprised"	10
Thursday Health Stories Done By Other Reporters	5
No Healthy Living Story At All (even though Sandra present)	24

Verdict Form

1. On Sandra Maas's first claim for Violation of Equal Pay Act:

_____ We find in favor of Sandra Maas and against McKinnon Broadcasting Company and award \$ _____ to Sandra Maas as the total amount of pay difference we attribute to gender (do not include interest).



_____ We find in favor of McKinnon Broadcasting Company and against Sandra Maas.

Verdict Form

2. On Sandra Maas's second claim for Age and/or Gender Discrimination:

We find in favor of Sandra Maas and against McKinnon Broadcasting Company



We find in favor of McKinnon Broadcasting Company and against Sandra Maas.

Verdict Form

3. **On Sandra Maas's third claim of Action for Violation of the Whistleblower Protections Act:**

We find in favor of Sandra Maas and against McKinnon Broadcasting Company.



We find in favor of McKinnon Broadcasting Company and against Sandra Maas.

Verdict Form

4. What amount of damages, if any, do you award Sandra Maas (if you awarded damages in question 1, do not include those damages here).

a. Past and future lost wages:

\$ _____

b. Past and future emotional distress:

\$ _____

Verdict Form

5. As to your answers to questions 2 and 3, did McKinnon Broadcasting Company engage in the conduct with malice, oppression, or fraud?

___ Yes ___ No

EXHIBIT 2

Sally Luck

From: Mike McKinnon
Sent: Tuesday, May 01, 2018 5:03 PM
To: Sandra Maas
Cc: Steve Cohen
Subject: Re: Sandra

Sandra,

I am available all week.

Just email me available times and we can get something on calendar.

I know you have met with Steve Cohen since February so I don't think your claim is accurate.

I look forward to meeting with you.

Mike



4575 VIEWRIDGE AVE
SAN DIEGO, CA. 92123
858-505-5100 (OFFICE)
858-571-6397 (NEWS)

From: Sandra Maas <smaas@sbcglobal.net>
Reply-To: Sandra Maas <smaas@sbcglobal.net>
Date: Monday, April 30, 2018 at 1:47 PM
To: Mike McKinnon <mmckinnon@kusi.com>
Subject: Sandra

Hi Mike,

I am circling back to discuss my contract again. It's been awhile.

Court's Ex.	2
Case #	17-2019-00022156-CU-OE-CTL
Rec'd	
Dept.	65
Clk	

I must say that I'm frustrated and a bit embarrassed that it has been 4 months since my contract expired on December 31, 2017, and it has not been dealt with. Our last discussion was in early February.

I have enjoyed bringing San Diego viewers the news here at KUSI since I started in 2004. But, as you know, that's only part of my job.

In addition to mentoring young staffers in the newsroom, I am also out volunteering and working in the community on behalf of KUSI. This past month I have emceed ***San Diego Women's Week, The SD District Attorney sponsored Crime Vigil, and The Gold Digger's Hat's Off to SD fundraiser***. My community service is hard to match. I am highly visible on two boards in San Diego and was awarded the highest philanthropic honor in our community three years ago as a Salvation Army "Woman of Dedication." I love this city and plan to be here forever.

My experience is also hard to match. I have worked in this market on television since 1990. In my 35 years in broadcasting, I have received more than a dozen Emmy nominations and have been inducted into the NATAS Silver Circle for my on-air contributions. My anchoring skills are second to none at this station. I can confidently say that no one reads the news in the evening anchor chair better than I do.

When I started on the night shift 8 years ago, I was anchoring 2 hours of news, the 6 & 10pm. Since then, KUSI has added 2 more evening newscasts. In addition to hosting San Diego People and fronting hourly newsbreaks, I also produce a weekly medical segment called "Healthy Living." I get lots of feedback from my medical segments in the community, and they are available on the KUSI website. The latest one is on Autism.

As I've told you, I enjoy my job here at KUSI and have a fantastic relationship with everyone in the newsroom, Mornings and Nightside. I'm well aware of the recent lucrative deals you've extended to the male on-air talent and I know how much anchors are compensated here at KUSI. I am your **lead** female evening anchor.

As the lead female anchor at KUSI, with the community service, experience and skills that I have demonstrated on a consistent basis, there is no reason my compensation should be less than multiple male counterparts at KUSI. Turko would say "It Ain't Right". I would like you to consider increasing my annual salary to be on par with my evening co-anchor ... and, I think that is a very reasonable request.

Sandra

EXHIBIT 3



EMPLOYMENT AGREEMENT

Alan Denton

THIS EMPLOYMENT AGREEMENT ("Agreement") is made effective as of January 5, 2014 ("Effective Date"), by and between McKINNON BROADCASTING COMPANY, a California corporation doing business as KUSI-TV ("Employer"), and Alan Denton ("Employee"), who agree as follows:

1. RECITALS:

(a) Employer is an independent Federal Communications Commission ("FCC") licensed television station operating in San Diego, California and serving San Diego and Imperial Counties, California.

(b) Employer desires to engage the services of an on-camera television performer for one or more of its television newscasts.

(c) Employee possesses special, unique, and original ability as an on-camera television performer, and Employee desires to render professional services for Employer under the terms and conditions as set forth in this Agreement.

2. BASIC AGREEMENT: Employer hereby hires Employee, and Employee hereby accepts employment by Employer, upon and under the terms and conditions set forth in this Agreement.

3. TERM OF EMPLOYMENT:

(a) Term. The term of this Agreement shall be five (5) year(s), commencing on the Effective Date of this Agreement ("Term").

(b) Early Termination Right:

Year 1: Employer may terminate this Agreement by verbal and or written notice to Employee delivered on or prior to January 4, 2015 (the "First Termination Date"). If Employer delivers written notice of termination to Employee on or prior to the First Termination Date, then the termination of this Agreement shall be effective as of the First Termination Date.

Year 2: Employer may terminate this Agreement by verbal and or written notice to Employee delivered on or prior to January 4, 2016 (the "Second Termination Date"). If Employer delivers written notice of termination to Employee on or prior to the Second Termination Date, then the termination of this Agreement shall be effective as of the Second Termination Date.

Year 3: Employer may terminate this Agreement by verbal and or written notice to Employee delivered on or prior to January 4, 2017 (the "Third Termination Date"). If Employer delivers written notice of termination to Employee on or prior to the Third Termination Date, then the termination of this Agreement shall be effective as of the Third Termination Date.

Year 4: Employer may terminate this Agreement by verbal and or written notice to Employee delivered on or prior to January 4, 2018 (the "Fourth Termination Date"). If Employer delivers written notice of termination to Employee on or prior to the Fourth Termination Date, then the termination of this Agreement shall be effective as of the Fourth Termination Date.

(c) Good Faith Negotiations. During the final year of the Term, Employer may at its option commence negotiations with Employee with respect to potential terms and conditions for continued employment of Employee after expiration of the Term. If Employer requests the commencement of such negotiations, Employee shall engage in good faith negotiations and discussions with Employer as necessary to enable the parties to promptly assess the probability of reaching mutually agreeable terms and conditions for continued employment.

(d) Exclusive Negotiation Period. If Employer requests the commencement of negotiations pursuant to paragraph 3(c) above, Employee covenants and agrees that he or she shall negotiate exclusively with Employer with respect to potential terms and conditions for continued employment during the period beginning with Employer's request for negotiations and continuing until the date which is exactly forty-five (45) days prior to the expiration of the Term of this Agreement. During such period, Employee shall not contact, negotiate with, or discuss potential employment with any other parties.

(e) Right of First Refusal. For a period of one year after termination of this Agreement, Employee shall not accept any offer for employment in the television industry unless and until Employee discloses the terms of such employment to Employer and offers in writing to enter into an employment agreement with Employer on monetary terms and duties which are substantially similar to the monetary terms and duties contained in any bona fide offer received by Employee. Employer shall have seven (7) days after receipt to accept such offer.

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4. DUTIES OF EMPLOYEE:

(a) Employee's General Duties. Employee shall render professional services as an on-camera television performer for one or more of Employer's television newscasts, and shall work at Employer's corporate offices in San Diego, California and at such other locations as Employer from time to time may direct. The specific duties of Employee shall include, but shall not be limited to, the following:

(i) Television Anchor/Reporter, requiring writing and performance skills commensurate with a professional news operation. Anchor skills and performance level adequate to the San Diego market. Anchor of KUSI-TV News, anchor or reporting duties as assigned by the General Manager or News Director. Employer reserves the right to assign Employee to one or more news broadcasts, and to re-assign Employee from time to time. Employee agrees to make a reasonable number of personal appearances on behalf of the Station as the Station shall request without further compensation.

(ii) Under direction of news management and/or the General Manager, and in keeping with guidelines for social media as provided by Employer from time to time, Employee should actively participate, maintain, and build presence through a wide variety of social media activities such as blogging, community development and management, managing Facebook page, social bookmarking, commenting, and other similar activities. Through these activities Employee shall remain well-connected with the broader social media world. Social media can include text, audio, video, images, podcasts, and other multimedia communications. Employee shall also produce background text, video, and graphic presentations for Employer's website.

(iii) In rendering services on behalf of Employer pursuant to this Agreement, Employee shall be subject to the full control and authority of Employer at all times.

(b) Employee Rules and Regulations. Employee shall observe and comply with Employer's non-discriminatory rules and regulations as adopted by Employer's Board of Directors regarding the performance of his or her duties, and Employee shall carry out and perform orders, directions, and policies stated by Employer periodically, whether orally or in writing. In addition, Employee acknowledges that he or she has received and reviewed Employer's staff employment handbook and agrees to observe and be bound by each of the conditions, provisions, and requirements set forth therein, as revised from time to time by Employer. In the event of any conflict between this Agreement and any policy or handbook of Employer, the provisions of this Agreement shall prevail.

(c) Best Efforts. Employee shall serve Employer loyally and faithfully throughout the term of this Agreement. Employee shall exert Employee's best efforts, skill, and expertise in the performance of his or her professional duties on behalf of Employer. Employee shall devote his or her full productive time, energies, abilities, and attention to the proper and efficient performance of his or her duties hereunder.

(d) Professional Standards. Employee shall adhere to the highest professional and ethical standards of the television news profession. Employee's rendering of professional services shall be consistent with accepted national standards of television journalism.

5. COMPENSATION OF EMPLOYEE:

a) Salary. As compensation for the services to be rendered hereunder, Employee shall receive an annual salary payable until termination of this Agreement, as follows:

Year 1	January 5, 2014 to January 4, 2015	\$225,000
Year 2	January 5, 2015 to January 4, 2016	\$230,000
Year 3	January 5, 2016 to January 4, 2017	\$235,000
Year 4	January 5, 2017 to January 4, 2018	\$240,000
Year 5	January 5, 2018 to January 4, 2019	\$245,000

(b) Other

1. Employer shall provide Employee each year of the Agreement and until termination of this Agreement, four (4) roundtrip coach tickets to Nashville, TN. The annual four (4) tickets may be used only during each year as set forth in section 5 (a) above of this Agreement. Any unused tickets at the end of each Agreement year cannot be carried over to the next Agreement year, nor will any tickets be provided or advanced in excess of four (4) tickets during each Agreement year. Employer reserves the right to select the airlines to which the ticket will be booked. Employee must give the Employer a minimum of thirty (30) days notice in order to book the ticket.

2. At Employees request, Employer shall schedule Employee off the week of Christmas Monday, December 22, 2014 to Sunday, December 28, 2014. Employee will be charged only four (4) days of vacation to be deducted from Employees accrued vacation time as outlined below under 6-(a). Christmas day is a paid Company Holiday.

6. EMPLOYMENT BENEFITS:

(a) Vacation Time. Subject to the limitations set forth in this paragraph, Employee shall be entitled to accrue up to twenty (20) vacation days ("Total Vacation Time") during each contract year. For purposes of this

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paragraph 6, a 'contract year' shall be each twelve (12) month period commencing on the Effective Date and commencing on each anniversary of the Effective Date. Employee shall accrue one-twelfth (1/12) of the Total Vacation Time each month during the term of this Agreement, continuing until Employee has accrued the Total Vacation Time. If Employee has at any time accrued the Total Vacation Time, Employee shall not accrue any additional vacation days until such time as Employee uses some or all of the accrued vacation days. Employee shall not at any time have credit for or otherwise be entitled to more vacation days than the Total Vacation Time.

(b) Sick/Personal Time. Subject to the limitations set forth in this paragraph, Employee shall be entitled to accrue up to five (5) sick/personal days ("Total Time") during each contract year. Employee shall accrue one-twelfth (1/12) of the Total Time each month during the term of this Agreement, until Employee has accrued the Total Time. If Employee has at any time accrued the Total Time, Employee shall not accrue any additional days until such time as Employee uses some or all of the accrued time. Employee shall not at any time have credit for or otherwise be entitled to more days than the Total Time. Sick/Personal time may be used by an employee for a variety of reasons such as an employee who is ill, a child or family member who is ill, to observe a religious Holiday not observed by the Company, or a day off necessary to take care of personal business. Sick/Personal days are not intended nor allowed to be used as vacation time. Should any accrued sick/personal time be unused when this Agreement or employment ends, no payment of wages for unused time will be granted.

(c) Employer's Policy. All use of vacation and sick/personal time shall be subject to Employer's policies as may be determined by Employer from time to time. All vacation time must be scheduled and approved by Employer in advance. Employer is not required to approve vacation requests which exceed then accrued vacation time. Employee shall not schedule or use vacation or sick/personal time during any "sweeps" period, or within two weeks prior to any "sweeps" period. Employee shall not receive compensation pursuant to this Agreement for any absences in excess of Employee's then accrued vacation time and sick/personal time. If Employee is absent from work, and Employee does not at that time have accrued vacation or sick/personal days as necessary to cover the absence ("Excess Absence"), then the Employee shall not be paid for that absence; Employee's salary for that pay period shall be reduced by a fraction equal to the number of days of Excess Absence during that pay period divided by the total number of Employee's regular working days included within that pay period.

(d) Other Benefits. Employee shall be entitled to participate in all other benefits generally made available to other employees of Employer, including without limitation health insurance and life or disability insurance. Any such benefits may be adopted and/or revoked from time to time at Employer's sole discretion.

7. WORKSPACE AND FACILITIES; PROFESSIONAL EXPENSES:

(a) Workspace and Facilities. Employer, at no expense to Employee, shall provide Employee with a workspace and all necessary clerical and technical assistance, apparatus, instruments, equipment, supplies, and such other services and facilities as may be reasonably necessary or reasonably are requested for the successful performance of Employee's duties hereunder.

(b) Professional Expenses. Employer, if it so elects, and after granting advance approval, may pay or reimburse Employee for other business expenses incurred by Employee in the performance of his or her duties hereunder, including without limitation dues and membership expenses relating to professional television journalism organizations and expenses incurred in attending professional meetings.

(c) Air Travel. Accommodations for air travel at Employer's request will be Economy Class, where available.

8. CONFIDENTIALITY OF PROPRIETARY INFORMATION:

(a) Trade Secrets. During the term of this Agreement, Employee may have access to and become acquainted with various trade secrets and other items and information, which may consist of story ideas, compilations of information, source or information lists, information contacts, records, files, and other information ("Trade Secrets") all of which are owned by Employer and regularly used in the operation of Employer's business.

(b) Proprietary Information. All Trade Secrets (as defined above), documents, salaries and compensation arrangements, computer programs, security systems, information contacts, equipment, ongoing stories and investigations and work product in process, personnel information, know-how, processes, information gathering techniques, and similar items relating to the business of Employer, whether they are prepared or developed by Employee or come into Employee's possession in any other way, and whether or not they contain or constitute Trade Secrets owned by Employer, shall be individually and collectively referred to herein as "Proprietary Information." All Proprietary Information shall remain the exclusive property of Employer; all Proprietary Information shall be deemed to be confidential, valuable, special, and unique assets of the business of Employer, and shall be protected in the same manner as Trade Secrets.

(c) Confidentiality of Trade Secrets and Proprietary Information. Employee promises and agrees that Employee shall not misuse, misappropriate, or disclose any of the Trade Secrets, Proprietary Information, or other items described herein, directly or indirectly, or use them in any way, either during the term of this Agreement or at any time thereafter, or disclose them to any other person or entity, except as required in the course of employment with Employer or as required to comply with a valid court order. Employee agrees that Employee will not divulge, communicate, use to the detriment of Employer, or for the benefit of any person or persons, or misuse in any way, any Proprietary Information, Trade Secrets, or other confidential information or property of Employer. Employee further acknowledges and agrees that any information, data, files, processes, stories, investigations, Trade Secrets, and Proprietary Information which Employee has developed, discovered, become aware of, or acquired in

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connection with employment with Employer was received, developed, or prepared in confidence and as a fiduciary of Employer.

(d) Safekeeping. Employee, wherever possible, shall keep all Proprietary Information, Trade Secrets, and other confidential material in a safe, secure place.

(e) Files and Records. All files and records relating in any manner whatsoever to the business of Employer, or the conduct of Employee's employment, whether prepared by Employee or otherwise coming into Employee's possession, shall be the exclusive property of Employer regardless of who actually acquired the original file or record or initially prepared the file or record. If Employee purchases any record book, ledger, or similar item to be used for recordkeeping, Employee shall notify Employer, and Employer shall reimburse Employee.

(f) Delivery to Employer. Upon the termination of this Agreement or whenever requested by Employer, Employee shall immediately deliver to Employer all Proprietary Information, Trade Secrets, files, records, books, locks, keys, combinations, and other property in Employee's possession or under Employee's control which belongs to Employer.

9. UNFAIR, DECEPTIVE, LIBELOUS AND HARMFUL PRACTICE:

(a) Deceptive Practice. Employee shall refrain from conducting any unfair or deceptive practice that potentially may damage the professional reputation, profitability, or successful business practices of Employer.

(b) Libel or Slander. Employee shall refrain from making any statements or taking any action constituting libel or slander under California law, or which may tend to damage or reflect poorly on the reputation and perception of Employer in the community.

(c) Protection of License. Employee shall refrain from making any statements or taking any action which would have the result of causing Employer's FCC broadcasting license to be reviewed, revoked, or suspended, or which would give the FCC cause or justification for refusing to renew Employer's broadcasting license. Employee shall abide by all rules, laws, and regulations promulgated by the FCC, the United States of America, or the State of California applicable to the business activities or practices of Employer or Employee.

(d) Indemnification. Employee shall indemnify, defend by counsel of Employer's choice, and hold Employer harmless from and against any and all costs, claims, fines, damages, actions, or causes of action (including without limitation reasonable attorneys' fees) resulting from any statement or action of Employee in breach or violation of subparagraphs (a), (b), and (c) above.

10. TERMINATION OF EMPLOYMENT:

(a) Events Resulting in Immediate Termination. Notwithstanding any other provision of this Agreement to the contrary, this Agreement shall be terminated immediately upon the occurrence of any of the following events:

(i) Employer and Employee reaching mutual agreement in writing as to termination.

(ii) The death of Employee.

(iii) Employee's disability which continues for a period of sixty (60) consecutive days. For purposes of this Agreement "disability" shall be determined by a licensed physician selected by Employer and shall be defined as Employee's inability, through physical or mental illness or other cause, to perform the majority of his usual duties.

(iv) Termination of this Agreement by Employer "for cause," by written notice delivered from Employer to Employee specifying the cause for termination. For purposes of this Agreement, the term "for cause" shall not be limited to Section 2924 of the California Labor Code, but also shall include, without limitation, any of the following: (A) Employee's willful and persistent failure or refusal to perform any of his or her obligations under this Agreement; (B) embezzlement or other misappropriation of property, including Proprietary Information, Trade Secrets, or other confidential property of Employer; (C) repeated insobriety or drug abuse; (D) persistent and unexcused absenteeism; (E) Employee's failure to disclose to Employer information concerning Employee's prior actions which may reflect adversely on the character, credibility, or professionalism of Employee, or which could damage the reputation of Employer; (F) conduct or public allegations or evidence of conduct involving moral turpitude, or conduct or public allegations or evidence of conduct tending to bring Employer or Employee into disrepute, or any conduct or public allegations or evidence of conduct which offends the community or any group or class within the community; (G) Employee's failure to rectify a breach or default of any of the terms, covenants, and conditions of this Agreement within ten (10) days after written demand from Employer to cure such breach or default; or (H) any conduct which constitutes a breach by Employee of any of the provisions of paragraph 9 of this Agreement. Any such termination shall be without prejudice to any other remedy to which Employer may be entitled by law, in equity, or under this Agreement.

(v) Employer asserts that during prior employment with Employer certain negative and unprofessional behavior patterns occurred that resulted in disciplinary action to include termination. This type of negative, unprofessional behavior will not be tolerated during the course of this contract. These include, but are not limited to, the use of vulgar language addressed to individuals or other staffers, unwarranted critiques of work product, racial and/or ethnic slurs uttered off or on camera, negative and unsupportive comments about management, and a wholly judgmental, negative, and poisonous outlook.

Any negative or unprofessional behavior will result in immediate termination. If any of these behaviors would emerge during the course of this agreement, you would be terminated for cause.

(b) Salary and Benefits.

(i) If this Agreement is terminated pursuant to paragraph 10(a) (i) above, the termination of this Agreement shall be effective as of the date specified in the mutual written agreement. If this Agreement is terminated pursuant to paragraph 10(a) (ii) above, the termination of this Agreement shall be effective as of the date of the death of Employee. If this Agreement is terminated pursuant to paragraphs 10(a) (iii) or (iv) above, the termination of this Agreement shall be effective as of the date which is ten (10) days after delivery by Employer to Employee of the notice of the termination. In the event of termination of this Agreement pursuant to paragraph 10(a) above, Employee shall receive the salary indicated in paragraph 3 above ("Salary") and the benefits indicated in paragraph 6 above ("Benefits") through the effective date of termination of this Agreement. The Salary payable to Employee shall be prorated and paid through the effective date of termination of this Agreement, based upon the partial contract year ending on the effective date of termination of this Agreement.

(ii) If this Agreement is terminated pursuant to the provisions set forth in paragraph 3(b) above, then Employee shall be entitled to continue to receive Salary and Benefits until the later to occur of the following: (1) the effective date of the termination of this Agreement, as specified in paragraph 3(b) above, or (2) the date which is thirty (30) days after the date the notice of termination is deemed delivered to Employee. The Salary payable to Employee shall be prorated and paid through such date, based upon the partial contract year ending on such date.

(iii) If this Agreement is terminated by Employer other than pursuant to paragraph 3(b) above and other than pursuant to paragraph 10(a) above, the termination shall be considered to be "without cause." If Employer terminates this Agreement "without cause," Employee shall be entitled to continue to receive Salary and Benefits from the date of the termination of this Agreement by Employer "without cause" and continuing until the first to occur of the following dates, as determined in the future if and when such dates occur: (1) the next date upon which Employer would thereafter have been entitled to terminate this Agreement pursuant to paragraph 3(b) above, if any, or (2) the next date upon which Employer would thereafter have been entitled to terminate this Agreement pursuant to paragraph 10(a) above, if events which would have given Employer the right to terminate this Agreement pursuant to paragraph 10(a) above should occur subsequent to the "without cause" termination of this Agreement, or (3) the end of the Term of this Agreement in accordance with paragraph 3(a) above. Such Salary shall be payable to Employee from time to time in accordance with Employer's standard pay periods, continuing until the date upon which Employee is no longer entitled to receive Salary and Benefits, as described in the immediately preceding sentence. In no event shall Employer's obligations to Employee in connection with the termination of this Agreement "without cause" exceed the amount of Employer's obligation as set forth in this paragraph.

(c) Notice of Termination. Any notice of termination delivered by Employer to Employee pursuant to paragraph 3(b) above or pursuant to this paragraph 10 shall be deemed delivered to Employee for purposes of this Agreement on the day hand delivered to Employee, on the day e-mailed to Employee, or on the day deposited in U.S. Mail addressed to Employee with sufficient postage for delivery.

11. COVENANT NOT TO COMPETE:

(a) Throughout Employment Term. During the term of Employee's employment with Employer, Employee shall not, without Employer's express prior written consent, which consent may be withheld in the sole discretion of Employer, directly or indirectly: (i) render services to or for any other television or radio broadcaster for compensation or otherwise, or engage in any activity competitive with or adverse to Employer's business or practice, whether alone, as a partner, or as an officer, director, employee, or shareholder of any other corporation, or as a trustee, fiduciary, or other representative, agent, or employee of any other entity; (ii) consult, assist, or supervise in the planning or organization of any business activity competitive with or potentially competitive with business of Employer; or (iii) influence or attempt to influence customers, viewers, advertisers, or staff members of Employer to divert their business to competitors or others. Making passive and personal investments and conducting private business affairs not inconsistent with the terms hereof shall not be prohibited under this Agreement.

(b) Restriction on Use of Image. In addition to, and not in any way as a limitation of, the provisions of paragraph 11(a) above, during the term of Employee's employment with Employer, Employee shall not, without Employer's express prior written consent, engage in any activity or accept any outside employment involving public exposure of Employee or Employee's work product, face, image, or voice. For purposes of this paragraph, public exposure shall be deemed to mean exposure to fifty (50) or more people either in person or through any form of broadcast or printed medium. Such public exposure shall include, but shall not be limited to, radio or television voice-overs, on-air or on-camera appearances, advertising or promotion of products or services, character performances, and printed articles or columns. Any consent given pursuant to this paragraph shall be within Employer's absolute discretion, and each such activity or employment shall require separate consent. Each separate consent will be viewed as distinct from any previous consent given regardless of any similarity between the events giving rise to the need for consent. Employee acknowledges and agrees that this prohibition is reasonable and necessary in order to enable Employer to retain the benefits of its considerable expenditures in developing Employee's career in Southern California and to enable Employer to control any activity of Employee which may reflect unfavorably on Employer.

(c) Upon Termination. For a period of two (2) years after the termination of this Agreement, Employee shall not directly or indirectly influence or attempt to influence customers, advertisers, or staff members of Employer to divert their business or services to competitors or others.

12. PROPRIETARY RIGHTS:

(a) Right to Broadcast Ownership. Employer shall have the sole and unlimited right to broadcast, and to license others to broadcast, the performances of Employee pursuant to this Agreement. Any ideas or stories which Employee may contribute to the programs or newscasts of Employer shall become the property of Employer without additional compensation. All newscasts, programs, program recordings, and "out-takes" as well as the program titles, formats, scripts, stories, and all other subject matter related thereto and any other property or material conceived, created, prepared, or furnished by Employee or others, whether or not included in any program or newscasts, shall remain at all times the sole and exclusive property of Employer. All stories, materials, and program elements created and furnished by Employee, including performance in the newscasts or programs, shall be considered "works made for hire" as that phrase is used in the federal and/or state copyright laws. Employee hereby assigns and transfers to Employer all rights (including copyright), title, and interest in or to all such stories, materials, and elements. The newscasts, programs, program recordings, program elements, and materials may be used and exploited by Employer or its assignees or designees in perpetuity in any manner and media throughout the world as Employer may elect.

(b) Name and Likeness. Employee grants to Employer the right to use and license others to use Employee's name, voice, biographical material, representation, recorded performances, caricature, picture, and likeness in any and all media and by any and all means now or hereafter known or devised for informational purposes with respect to Employee's services hereunder and/or for the advertising, publicizing, or exploitation of Employer's programming and/or newscasts. This authorization shall not be used in such a manner as to constitute a specific endorsement by Employer of any products without the prior written consent of Employee.

13. INJUNCTIVE RELIEF: Employee acknowledges that (i) the services to be furnished hereunder and the rights granted to Employer herein are of special, unique, extraordinary, artistic, and intellectual character which gives them a peculiar value, the loss of which cannot be compensated for in damages in an action at law, and (ii) the breach by Employee of any of the provisions of this Agreement will cause Employer irreparable injury and damage. Accordingly, Employer shall be entitled, as a matter of right and without further notice to Employee, to seek and obtain an injunction, temporary restraining order, or other equitable relief in connection with any breach of this Agreement by Employee. This right to seek and obtain injunctive relief shall be in addition to and not in lieu of any other rights and remedies which Employer may have, whether at law or in equity, or for damages or otherwise.

14. ENFORCEMENT: The parties agree that the provisions of this Agreement shall be specifically enforceable, and that in addition to any other rights which Employer may have at law or in equity, Employer shall be entitled to obtain a restraining order and/or injunction to prevent violation by Employee of any provision of this Agreement. The provisions of this Agreement are of tremendous value to the business of Employer, and were and are a material consideration to the continued employment of Employee; and without the protection of this Agreement, Employer would be unable to divulge to Employee the information necessary to enable Employee to perform the duties of Employee and otherwise create the opportunity for Employee to enhance his or her career.

15. MISCELLANEOUS:

(a) Attorneys' Fees. If either party to this Agreement shall consult counsel or commence any action or proceeding against the other by reason of any dispute or breach or claimed breach of any term or condition of this Agreement, or if any party to this Agreement seeks a judicial declaration of rights hereunder, the prevailing party in such dispute, action, or proceeding shall be entitled to reasonable attorneys' fees whether or not such dispute, action, or proceeding proceeds to judgment.

(b) Amendment. This Agreement may be amended or modified only by a subsequent writing duly executed by both parties.

(c) Entire Agreement. This Agreement contains the final, complete, and exclusive understanding between the parties concerning the subject matter contained herein. There are no representations, warranties, agreements, arrangements, or understandings, whether oral or written, between the parties relating to the subject matter of this Agreement which are not fully expressed herein.

(d) Severability. If any one or more of the provisions of this Agreement are held to be invalid, illegal, or unenforceable in any respect or for any reason, the validity, legality, and enforceability of any such provision or provisions in every other respect and of the remaining provisions of this Agreement shall not be impaired in any way. If any clause, phrase, or provision of this Agreement is determined to be invalid, illegal, or unenforceable, such provision shall be limited, narrowed, or modified only to the minimum extent necessary to enable it to be valid and enforceable.

(e) Arms Length Agreement. This Agreement has been negotiated at arms length and between persons sophisticated and knowledgeable in the matters dealt with in this Agreement. In addition, each party has had the opportunity to consult with experienced and knowledgeable legal counsel. Accordingly, any rule of law, including California Civil Code Section 1654, or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purpose of the parties and this Agreement.

(f) Counterparts. This Agreement may be executed in any number of counterparts, all of which together will constitute one instrument.

(g) No Waiver. No waiver of any term herein shall constitute a general waiver for future purposes. All waivers must be in writing, and shall be effective only to the extent specifically set forth in writing.

(h) Captions. Captions appearing in this Agreement are for reference purposes only and shall not be considered in the interpretation or construction of this Agreement.

(i) Notices. All notices under this Agreement must be given in writing and hand-delivered, mailed, or e-mailed to the other party.

EMPLOYEE:


Alan Denton

EMPLOYER:
McKINNON BROADCASTING COMPANY,
a California Corporation doing business as KUSI-TV

By: 
Michael Dean McKinnon, President

EXHIBIT 4



EMPLOYMENT AGREEMENT

Sandra Maas

THIS EMPLOYMENT AGREEMENT ("Agreement") is made effective as of June 14, 2018, ("Effective Date"), by and between MCKINNON BROADCASTING COMPANY, a California corporation doing business as KUSI-TV ("Employer"), and Sandra Maas ("Employee"), who agree as follows:

1. RECITALS:

(a) Employer is an independent Federal Communications Commission ("FCC") licensed television station operating in San Diego, California, and serving San Diego and Imperial Counties, California.

(b) Employer desires to engage the services of an on-camera television performer for one or more of its television newscasts.

(c) Employee possesses special, unique, and original ability as an on-camera television performer, and Employee desires to render professional services for Employer under the terms and conditions as set forth in this Agreement.

2. BASIC AGREEMENT:

Employer hereby hires Employee, and Employee hereby accepts employment by Employer, upon and under the terms and conditions set forth in this Agreement.

3. TERM OF EMPLOYMENT:

(a) Term: The term of this Agreement shall be one (1) year, commencing on the Effective Date of this Agreement ("Term").

(b) Early Termination Right:

(b) Good Faith Negotiations: During the Term, Employer may at its option commence negotiations with Employee with respect to potential terms and conditions for continued employment of Employee after expiration of the Term. If Employer requests the commencement of such negotiations, Employee shall engage in good faith negotiations and discussions with Employer, as necessary to enable the parties to promptly assess the probability of reaching mutually agreeable terms and conditions for continued employment.

(c) Exclusive Negotiation Period: If Employer requests the commencement of negotiations pursuant to paragraph 3(b) above, Employee covenants and agrees that she shall negotiate exclusively with Employer with respect to potential terms and conditions for continued employment during the period beginning with Employer's request for negotiations and continuing to the expiration of the Term of this Agreement. During such period, Employee shall not contact, negotiate with, or discuss potential employment with any other parties.

4. DUTIES OF EMPLOYEE:

(a) Employee's General Duties. Employee shall render professional services as an on-camera television performer for one or more of Employer's television newscasts, and shall work at Employer's corporate offices in San Diego, California and at such other locations as Employer from time to time may direct. The specific duties of Employee shall include, but shall not be limited to, the following:

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- (i) Television Anchor/Reporter, requiring writing and performance skills commensurate with a professional news operation. Anchor skills and performance level adequate to the San Diego market. Anchor of KUSI-TV News, anchor or reporting duties as assigned by the General Manager or News Director. Employee agrees to make a reasonable number of personal appearances on behalf of the Station as the Station shall request without further compensation. Employee may be re-assigned by the General Manager or News Director at any time.
- (ii) Employee understands that this position is a full time, five (5) day a week, minimum forty (40) hour per workweek position.
- (iii) Under direction of news management and/or the General Manager, and in keeping with guidelines for social media as provided by Employer from time to time, Employee should actively participate, maintain, and build presence through a wide variety of social media activities such as blogging, community development and management, managing Facebook page, social bookmarking, commenting, and other similar activities. Through these activities, Employee shall remain well-connected with the broader social media world. Social media can include text, audio, video, images, podcasts, and other multimedia communications. Employee shall also produce background text, video, and graphic presentations for Employer's website.
- (iv) Employee in addition to assigned anchoring duties, will produce a weekly in-depth medical segment. Employee agrees to participate in production, creation, and presentation of weekly medical segment for inclusion in KUSI TV news programs. This segment will require creation of ideas, contacting interviewees, crafting of scripts, preparing audio tracks, and presenting the segment on camera. The segment may also include, but be limited to, field reporting, and /or in studio interviews, and on camera opens and closes. The production of these segments shall be created with advance notice, and a schedule prepared in advance of airing. Talent will collaborate with the producer and assistant news director, or planner on selection, scheduling, and planning of the medical segments.
- (v) In rendering services on behalf of Employer pursuant to this Agreement, Employee shall be subject to the full control and authority of Employer at all times.

(b) Employee Rules and Regulations: Employee shall observe and comply with Employer's non-discriminatory rules and regulations as adopted by Employer's Board of Directors regarding the performance of her duties, and Employee shall carry out and perform orders, directions, and policies stated by Employer periodically, whether orally or in writing. In addition, Employee acknowledges that she has received and reviewed Employer's staff employment handbook and agrees to observe and be bound by each of the conditions, provisions, and requirements set forth therein, as revised from time to time by Employer. In the event of any conflict between this Agreement and any policy or handbook of Employer, the provisions of this Agreement shall prevail.

(c) Best Efforts: Employee shall serve Employer loyally and faithfully throughout the term of this Agreement. Employee shall exert Employee's best efforts, skill, and expertise in the performance of her professional duties on behalf of Employer. Employee shall devote her full productive time, energies, abilities, and attention to the proper and efficient performance of her duties hereunder.

(d) Professional Standards: Employee shall adhere to the highest professional and ethical standards of the television news profession. Employee's rendering of professional services shall be consistent with accepted national standards of television journalism.

5. COMPENSATION OF EMPLOYEE:

Salary: As compensation for the services to be rendered hereunder, Employee shall receive a salary payable until termination of this Agreement as follows:

June 14, 2018 to June 13, 2019 \$180,000

6. EMPLOYMENT BENEFITS:

(a) Vacation Time. Subject to the limitations set forth in this paragraph, Employee shall be entitled to accrue up to twenty (20) vacation days ("Total Vacation Time") during each contract year. For purposes of this paragraph 6, a "contract year" shall be each twelve (12) month period commencing on the Effective Date and commencing on each anniversary of the Effective Date. Employee shall accrue one-twelfth (1/12) of the Total Vacation Time each month during the term of this Agreement, continuing until Employee has accrued the Total Vacation Time. If Employee has at any time accrued the Total Vacation Time, Employee shall not accrue any additional vacation days until Employee uses some or all the accrued vacation days. Employee shall not at any time have credit for or otherwise be entitled to more vacation days than the Total Vacation Time.

(b) Sick Time. Subject to the limitations set forth in. Employee shall accrue one (1) hour for every thirty (30) hours worked per pay period. However, the Employee is only allowed to take up to five (5) days ("Total Time") during each year of the date of hire. Employee can take paid leave for her own illness, or a family member for preventive care or care of an existing health condition, or for specified purposes if the Employee is a victim of domestic violence, sexual assault, or stalking. Family members include the Employee's parent, child, spouse, registered domestic partner, grandparent, grandchild, and sibling. Preventive care would include annual physicals or flu shots. The Employee is allowed to take partial days (or hours). Sick days are not intended or allowed to be used as vacation time. Should any accrued time be unused when this Agreement or employment ends, no payment of wages for unused time will be granted.

(c) Employer's Policy. All use of vacation and sick/personal time shall be subject to Employer's policies as may be determined by Employer from time to time. All vacation time must be scheduled and approved by Employer in advance. Employer is not required to approve vacation requests which exceed then accrued vacation time. Employee shall not schedule or use vacation or sick/personal time during any "sweeps" period, or within two weeks prior to any "sweeps" period. Employee shall not receive compensation pursuant to this Agreement for any absences in excess of Employee's then accrued vacation time and sick/personal time. If Employee is absent from work, and Employee does not at that time have accrued vacation or sick/personal days as necessary to cover the absence ("Excess Absence"), then the Employee shall not be paid for that absence; Employee's salary for that pay period shall be reduced by a fraction equal to the number of days of Excess Absence during that pay period divided by the total number of Employee's regular working days included within that pay period.

d) Other Benefits. Employee shall be entitled to participate in all other benefits generally made available to other employees of Employer, including without limitation health insurance and life or disability insurance. Any such benefits may be adopted and/or revoked from time to time at Employer's sole discretion.

7. WORKSPACE AND FACILITIES; PROFESSIONAL EXPENSES:

(a) Workspace and Facilities. Employer, at no expense to Employee, shall provide Employee with a workspace and all necessary clerical and technical assistance, apparatus, instruments, equipment, supplies, and such other services and facilities as may be reasonably necessary or reasonably are requested for the successful performance of Employee's duties hereunder.

(b) Professional Expenses. Employer, if it so elects, and after granting advance approval, may pay or reimburse Employee for other business expenses incurred by Employee in the performance of her duties hereunder, including without limitation dues and membership expenses relating to professional television journalism organizations and expenses incurred in attending professional meetings.

(c) Air Travel. Accommodations for air travel at Employer's request will be Economy Class, where available.

8. CONFIDENTIALITY OF PROPRIETARY INFORMATION:

(a) Trade Secrets. During the term of this Agreement, Employee may have access to and become acquainted with various trade secrets and other items and information, which may consist of story ideas, compilations of information, source or information lists, information contacts, records, files, and other information ("Trade Secrets") all of which are owned by Employer and regularly used in the operation of Employer's business.

(b) Proprietary Information. All Trade Secrets (as defined above), documents, salaries and compensation arrangements, computer programs, security systems, information contacts, equipment, ongoing stories and investigations and work product in process, personnel information, know-how, processes, information gathering techniques, and similar items relating to the business of Employer, whether they are prepared or developed by Employee or come into Employee's possession in any other way, and whether or not they contain or constitute Trade Secrets owned by Employer, shall be individually and collectively referred to herein as "Proprietary Information." All Proprietary Information shall remain the exclusive property of Employer; all Proprietary Information shall be deemed to be confidential, valuable, special, and unique assets of the business of Employer, and shall be protected in the same manner as Trade Secrets.

(c) Confidentiality of Trade Secrets and Proprietary Information. Employee promises and agrees that Employee shall not misuse, misappropriate, or disclose any of the Trade Secrets, Proprietary Information, or other items described herein, directly or indirectly, or use them in any way, either during the term of this Agreement or at any time thereafter, or disclose them to any other person or entity, except as required in the course of employment with Employer or as required to comply with a valid court order. Employee agrees that Employee will not divulge, communicate, use to the detriment of Employer, or for the benefit of any person or persons, or misuse in any way, any Proprietary Information, Trade Secrets, or other confidential information or property of Employer. Employee further acknowledges and agrees that any information, data, files, processes, stories, investigations, Trade Secrets, and Proprietary Information which Employee has developed, discovered, become aware of, or acquired in connection with employment with Employer was received, developed, or prepared in confidence and as a fiduciary of Employer.

(d) Safekeeping. Employee, wherever possible, shall keep all Proprietary Information, Trade Secrets, and other confidential material in a safe, secure place.

(e) Files and Records. All files and records relating in any manner whatsoever to the business of Employer, or the conduct of Employee's employment, whether prepared by Employee or otherwise coming into Employee's possession, shall be the exclusive property of Employer regardless of who actually acquired the original file or record or initially prepared the file or record. If Employee purchases any record book, ledger, or similar item to be used for recordkeeping, Employee shall notify Employer, and Employer shall reimburse Employee.

(f) Delivery to Employer. Upon the termination of this Agreement or whenever requested by Employer, Employee shall immediately deliver to Employer all Proprietary Information, Trade Secrets, files, records, books, locks, keys, combinations, and other property in Employee's possession or under Employee's control which belongs to Employer.

9. UNFAIR, DECEPTIVE, LIBELOUS AND HARMFUL PRACTICE:

(a) Deceptive Practice. Employee shall refrain from conducting any unfair or deceptive practice that potentially may damage the professional reputation, profitability, or successful business practices of Employer.

(b) Libel or Slander. Employee shall refrain from making any statements or taking any action constituting libel or slander under California law, or which may tend to damage or reflect poorly on the reputation and perception of Employer in the community.

(c) Protection of License. Employee shall refrain from making any statements or taking any action which would have the result of causing Employer's FCC broadcasting license to be reviewed, revoked, or suspended, or which would give the FCC cause or justification for refusing to renew Employer's broadcasting license. Employee shall abide by all rules, laws, and regulations promulgated by the FCC, the United States of America, or the State of California applicable to the business activities or practices of Employer or Employee.

(d) Indemnification. Employee shall indemnify, defend by counsel of Employer's choice, and hold Employer harmless from and against any and all costs, claims, fines, damages, actions, or causes of action (including without limitation reasonable attorneys' fees) resulting from any statement or action of Employee in breach or violation of subparagraphs (a), (b), and (c) above.

10. TERMINATION OF EMPLOYEE:

(a) Events Resulting in Immediate Termination. Notwithstanding any other provision of this Agreement to the contrary, this Agreement shall be terminated immediately upon the occurrence of any of the following events:

- (i) Employer and Employee reaching mutual agreement in writing as to termination.
- (ii) The death of Employee.
- (iii) Employee's disability which continues for a period of sixty (60) consecutive days. For purposes of this Agreement, "disability" shall be determined by a licensed physician selected by Employer and shall be defined as Employee's inability, through physical or mental illness or other cause, to perform the majority of his usual duties.
- (iv) Termination of this Agreement by Employer "for cause," by written notice delivered from Employer to Employee specifying the cause for termination. For purposes of this Agreement, the term "for cause" shall not be limited to Section 2924 of the California Labor Code, but also shall include, without limitation, any of the following: (A) Employee's willful and persistent failure or refusal to perform any of her obligations under this Agreement; (B) embezzlement or other misappropriation of property, including Proprietary Information, Trade Secrets, or other confidential property of Employer; (C) repeated insobriety or drug abuse; (D) persistent and unexcused absenteeism; (E) Employee's failure to disclose to Employer information concerning Employee's prior actions which may reflect adversely on the character, credibility, or professionalism of Employee, or which could damage the reputation of Employer; (F) conduct or public allegations or evidence of conduct involving moral turpitude, or conduct or public allegations or evidence of conduct tending to bring Employer or Employee into disrepute, or any conduct or public allegations or evidence of conduct which offends the community or any group or class within the community; (G) Employee's failure to rectify a breach or default of any of the terms, covenants, and conditions of this Agreement within ten (10) days after written demand from Employer to cure such breach or default; or (H) any conduct

which constitutes a breach by Employee of any of the provisions of paragraph 9 of this Agreement. Any such termination shall be without prejudice to any other remedy to which Employer may be entitled by law, in equity, or under this Agreement.

(b) Salary and Benefits:

- (i) If this Agreement is terminated pursuant to paragraph 10(a) (i) above, the termination of this Agreement shall be effective as of the date specified in the mutual written agreement. If this Agreement is terminated pursuant to paragraph 10(a) (ii) above, the termination of this Agreement shall be effective as of the date of the death of Employee. If this Agreement is terminated pursuant to paragraphs 10(a) (iii) or (iv) above, the termination of this Agreement shall be effective as of the date which is ten (10) days after delivery by Employer to Employee of the notice of the termination. In the event of termination of this Agreement pursuant to paragraph 10(a) above, Employee shall receive the salary indicated in paragraph 5 above ("Salary") and the benefits indicated in paragraph 6 above ("Benefits") through the effective date of termination of this Agreement. The Salary payable to Employee shall be prorated and paid through the effective date of termination of this Agreement, based upon the partial contract year ending on the effective date of termination of this Agreement.
- (ii) If this Agreement is terminated pursuant to the provisions set forth in paragraph 3(b) above, then Employee shall be entitled to continue to receive Salary and Benefits until the later to occur of the following: (1) the effective date of the termination of this Agreement, as specified in paragraph 3(b) above, or (2) the date which is thirty (30) days after the date the notice of termination is deemed delivered to Employee. The Salary payable to Employee shall be prorated and paid through such date, based upon the partial contract year ending on such date.
- (iii) If this Agreement is terminated by Employer other than pursuant to paragraph 3(b) above and other than pursuant to paragraph 10(a) above, the termination shall be considered to be "without cause." If Employer terminates this Agreement "without cause," Employee shall be entitled to continue to receive Salary and Benefits from the date of the termination of this Agreement by Employer "without cause" and continuing until the first to occur of the following dates, as determined in the future if and when such dates occur: (1) the next date upon which Employer would thereafter have been entitled to terminate this Agreement pursuant to paragraph 3(b) above, if any, or (2) the next date upon which Employer would thereafter have been entitled to terminate this Agreement pursuant to paragraph 10(a) above, if events which would have given Employer the right to terminate this Agreement pursuant to paragraph 10(a) above should occur subsequent to the "without cause" termination of this Agreement, or (3) the end of the Term of this Agreement in accordance with paragraph 3(a) above. Such Salary shall be payable to Employee from time to time in accordance with Employer's standard pay periods, continuing until the date upon which Employee is no longer entitled to receive Salary and Benefits, as described in the immediately preceding sentence. In no event shall Employer's obligations to Employee in connection with the termination of this Agreement "without cause" exceed the amount of Employer's obligation as set forth in this paragraph.

(c) Notice of Termination. Any notice of termination delivered by Employer to Employee pursuant to paragraph 3(b) above or pursuant to this paragraph 10 shall be deemed delivered to Employee for purposes of this Agreement on the day hand delivered to Employee, on the day e-mailed to Employee, or on the day deposited in U.S. Mail addressed to Employee with sufficient postage for delivery.

11. COVENANT NOT TO COMPETE:

(a) Throughout Employment Term. During the term of Employee's employment with Employer, Employee shall not, without Employer's express prior written consent, which consent may be withheld in the sole discretion of Employer, directly or indirectly: (i) render services to or for any other television or radio broadcaster for compensation or otherwise, or engage in any activity competitive with or adverse to Employer's business or practice, whether alone, as a partner, or as an officer, director, employee, or shareholder of any other corporation, or as a trustee, fiduciary, or other representative, agent, or employee of any other entity; (ii) consult, assist, or supervise in the planning or organization of any business activity competitive with or potentially competitive with business of Employer; or (iii) influence or attempt to influence customers, viewers, advertisers, or staff members of Employer to divert their business to competitors or others. Making passive and personal investments and conducting private business affairs not inconsistent with the terms hereof shall not be prohibited under this Agreement.

(b) Restriction on Use of Image. In addition to, and not in any way as a limitation of, the provisions of paragraph 11(a) above, during the term of Employee's employment with Employer, Employee shall not, without Employer's express prior written consent, engage in any activity or accept any outside employment involving public exposure of Employee or Employee's work product, face, image, or voice. For purposes of this paragraph, public exposure shall be deemed to mean exposure to fifty (50) or more people either in person or through any form of broadcast, digital, or printed medium. Such public exposure shall include, but shall not be limited to, radio or television voice-overs, on-air or on-camera appearances, advertising or promotion of products or services, character performances, and printed articles or columns. Any consent given pursuant to this paragraph shall be within Employer's absolute discretion, and each such activity or employment shall require separate consent. Each separate consent will be viewed as distinct from any previous consent given regardless of any similarity between the events giving rise to the need for consent. Employee acknowledges and agrees that this prohibition is reasonable and necessary in order to enable Employer to retain the benefits of its considerable expenditures in developing Employee's career in Southern California and to enable Employer to control any activity of Employee which may reflect unfavorably on Employer.

(c) Upon Termination. For a period of two (2) years after the termination of this Agreement, Employee shall not directly or indirectly influence or attempt to influence customers, advertisers, or staff members of Employer to divert their business or services to competitors or others.

12. PROPRIETARY RIGHTS:

(a) Right to Broadcast Ownership. Employer shall have the sole and unlimited right to broadcast, and to license others to broadcast, the performances of Employee pursuant to this Agreement. Any ideas or stories which Employee may contribute to the programs or newscasts of Employer shall become the property of Employer without additional compensation. All newscasts, programs, program recordings, and "out-takes" as well as the program titles, formats, scripts, stories, and all other subject matter related thereto and any other property or material conceived, created, prepared, or furnished by Employee or others, whether or not included in any program or newscasts, shall remain at all times the sole and exclusive property of Employer. All stories, materials, and program elements created and furnished by Employee, including performance in the newscasts or programs, shall be considered "works made for hire" as that phrase is used in the federal and/or state copyright laws. Employee hereby assigns and transfers to Employer all rights (including copyright), title, and interest in or to all such stories, materials, and elements. The newscasts, programs, program recordings, program elements, and materials may be used and exploited by Employer or its assignees or designees in perpetuity in any manner and media throughout the world as Employer may elect.

(b) Name and Likeness. Employee grants to Employer the right to use and license others to use Employee's name, voice, biographical material, representation, recorded performances, caricature, picture, and likeness in any and all media and by any and all means now or hereafter known or devised for informational purposes with respect

to Employee's services hereunder and/or for the advertising, publicizing, or exploitation of Employer's programming and/or newscasts. This authorization shall not be used in such a manner as to constitute a specific endorsement by Employee of any products without the prior written consent of Employee.

13. INJUNCTIVE RELIEF: Employee acknowledges that (i) the services to be furnished hereunder and the rights granted to Employer herein are of special, unique, extraordinary, artistic, and intellectual character which gives them a peculiar value, the loss of which cannot be compensated for in damages in an action at law, and (ii) the breach by Employee of any of the provisions of this Agreement will cause Employer irreparable injury and damage. Accordingly, Employer shall be entitled, as a matter of right and without further notice to Employee, to seek and obtain an injunction, temporary restraining order, or other equitable relief in connection with any breach of this Agreement by Employee. This right to seek and obtain injunctive relief shall be in addition to and not in lieu of any other rights and remedies which Employer may have, whether at law or in equity, or for damages or otherwise.

14. ENFORCEMENT: The parties agree that the provisions of this Agreement shall be specifically enforceable, and that in addition to any other rights which Employer may have at law or in equity, Employer shall be entitled to obtain a restraining order and/or injunction to prevent violation by Employee of any provision of this Agreement. The provisions of this Agreement are of tremendous value to the business of Employer, and were and are a material consideration to the continued employment of

Employee; and without the protection of this Agreement, Employer would be unable to divulge to Employee the information necessary to enable Employee to perform the duties of Employee and otherwise create the opportunity for Employee to enhance her career

15. MISCELLANEOUS:

(a) Attorneys' Fees. If either party to this Agreement shall consult counsel or commence any action or proceeding against the other by reason of any dispute or breach or claimed breach of any term or condition of this Agreement, or if any party to this Agreement seeks a judicial declaration of rights hereunder, the prevailing party in such dispute, action, or proceeding shall be entitled to reasonable attorneys' fees whether or not such dispute, action, or proceeding proceeds to judgment.

(b) Amendment. This Agreement may be amended or modified only by a subsequent writing duly executed by both parties.

(c) Entire Agreement. This Agreement contains the final, complete, and exclusive understanding between the parties concerning the subject matter contained herein. There are no representations, warranties, agreements, arrangements, or understandings, whether oral or written, between the parties relating to the subject matter of this Agreement which are not fully expressed herein.

(d) Severability. If any one or more of the provisions of this Agreement are held to be invalid, illegal, or unenforceable in any respect or for any reason, the validity, legality, and enforceability of any such provision or provisions in every other respect and of the remaining provisions of this Agreement shall not be impaired in any way. If any clause, phrase, or provision of this Agreement is determined to be invalid, illegal, or unenforceable, such provision shall be limited, narrowed, or modified only to the minimum extent necessary to enable it to be valid and enforceable.

(e) Arm's Length Agreement. This Agreement has been negotiated at arms-length and between persons sophisticated and knowledgeable in the matters dealt with in this Agreement. In addition, each party has had the opportunity to consult with experienced and knowledgeable legal counsel. Accordingly, any rule of law, including California Civil Code Section 1654, or legal decision that would require interpretation of any ambiguities in this

Agreement against the party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purpose of the parties and this Agreement.

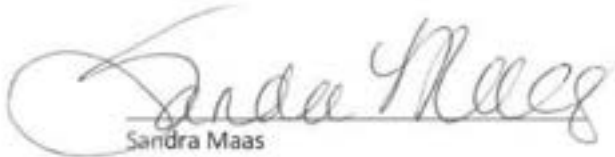
(f) Counterparts. This Agreement may be executed in any number of counterparts, all of which together will constitute one instrument.

(g) No Waiver. No waiver of any term herein shall constitute a general waiver for future purposes. All waivers must be in writing, and shall be effective only to the extent specifically set forth in writing.

(h) Captions. Captions appearing in this Agreement are for reference purposes only and shall not be considered in the interpretation or construction of this Agreement.

(i) Notices. All notices under this Agreement must be given in writing and hand-delivered, mailed, or e-mailed to the other party.

EMPLOYEE:


Sandra Maas

6/15/18
Date

EMPLOYER:

McKINNON BROADCASTING COMPANY,
a California Corporation doing business as KUSI-TV


Michael Dean McKinnon
President

6/14/2018
Date

EXHIBIT 5



EMPLOYMENT AGREEMENT

Sandra Maas

THIS EMPLOYMENT AGREEMENT ("Agreement") is made effective as of December 1, 2016 ("Effective Date"), by and between McKINNON BROADCASTING COMPANY, a California corporation doing business as KUSI-TV ("Employer"), and Sandra Maas ("Employee"), who agree as follows:

1. RECITALS:

- (a) Employer is an independent Federal Communications Commission ("FCC") licensed television station operating in San Diego, California, and serving San Diego and Imperial Counties, California.
- (b) Employer desires to engage the services of an on-camera television performer for one or more of its television newscasts.
- (c) Employee possesses special, unique, and original ability as an on-camera television performer, and Employee desires to render professional services for Employer under the terms and conditions as set forth in this Agreement.

2. BASIC AGREEMENT:

Employer hereby hires Employee, and Employee hereby accepts employment by Employer, upon and under the terms and conditions set forth in this Agreement.

3. TERM OF EMPLOYMENT:

- (a) Term: The term of this Agreement shall be thirteen (13) months, commencing on the Effective Date of this Agreement ("Term") until December 31, 2017.
- (b) Good Faith Negotiations: During the final year of the Term, Employer may at its option commence negotiations with Employee with respect to potential terms and conditions for continued employment of Employee after expiration of the Term. If Employer requests the commencement of such negotiations, Employee shall engage in good faith negotiations and discussions with Employer, as necessary to enable the parties to promptly assess the probability of reaching mutually agreeable terms and conditions for continued employment.
- (c) Exclusive Negotiation Period: If Employer requests the commencement of negotiations pursuant to paragraph 3(c) above, Employee covenants and agrees that she shall negotiate exclusively with Employer with respect to potential terms and conditions for continued employment during the period beginning with Employer's request for negotiations and continuing until the date which is exactly forty-five (45) days prior to the expiration of the Term of this Agreement. During such period, Employee shall not contact, negotiate with, or discuss potential employment with any other parties.

4. DUTIES OF EMPLOYEE:

- (a) Employee's General Duties. Employee shall render professional services as an on-camera television performer for one or more of Employer's television newscasts, and shall work at Employer's corporate offices in San Diego, California and at such other locations as Employer from time to time may direct. The specific duties of Employee shall include, but shall not be limited to, the following:
 - (i) Television Anchor/Reporter, requiring writing and performance skills commensurate with a professional news operation. Anchor skills and performance level adequate to the San Diego market. Anchor of KUSI-TV News, anchor or reporting duties as assigned by the General Manager or News Director. Employee agrees to make a reasonable number of personal appearances on behalf of the Station as the Station shall request without further compensation. Employee may be re-assigned by the General Manager or News Director at any time.

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- (ii) Employee understands that this position is a full time, five (5) day a week, minimum forty (40) hour per workweek position.
- (iii) Under direction of news management and/or the General Manager, and in keeping with guidelines for social media as provided by Employer from time to time, Employee should actively participate, maintain, and build presence through a wide variety of social media activities such as blogging, community development and management, managing Facebook page, social bookmarking, commenting, and other similar activities. Through these activities Employee shall remain well-connected with the broader social media world. Social media can include text, audio, video, images, podcasts, and other multimedia communications. Employee shall also produce background text, video, and graphic presentations for Employer's website.
- (iv) Employee in addition to assigned anchoring duties, will produce a weekly in-depth medical segment. Employee agrees to participate in production, creation, and presentation of weekly medical segment for inclusion in KUSI TV news programs. This segment will require creation of ideas, contacting interviewees, crafting of scripts, preparing audio tracks, and presenting the segment on camera. The segment may also include, but be limited to, field reporting, and /or in studio interviews, and on camera opens and closes. The production of these segments shall be created with advance notice, and a schedule prepared in advance of airing. Talent will collaborate with the producer and assistant news director, or planner on selection, scheduling and planning of the medical segments.
- (v) In rendering services on behalf of Employer pursuant to this Agreement, Employee shall be subject to the full control and authority of Employer at all times.

(b) Employee Rules and Regulations: Employee shall observe and comply with Employer's non-discriminatory rules and regulations as adopted by Employer's Board of Directors regarding the performance of his or her duties, and Employee shall carry out and perform orders, directions, and policies stated by Employer periodically, whether orally or in writing. In addition, Employee acknowledges that she has received and reviewed Employer's staff employment handbook and agrees to observe and be bound by each of the conditions, provisions, and requirements set forth therein, as revised from time to time by Employer. In the event of any conflict between this Agreement and any policy or handbook of Employer, the provisions of this Agreement shall prevail.

(c) Best Efforts: Employee shall serve Employer loyally and faithfully throughout the term of this Agreement. Employee shall exert Employee's best efforts, skill, and expertise in the performance of his or her professional duties on behalf of Employer. Employee shall devote his or her full productive time, energies, abilities, and attention to the proper and efficient performance of his or her duties hereunder.

(d) Professional Standards: Employee shall adhere to the highest professional and ethical standards of the television news profession. Employee's rendering of professional services shall be consistent with accepted national standards of television journalism.

5. COMPENSATION OF EMPLOYEE:

Salary: As compensation for the services to be rendered hereunder, Employee shall receive a salary to total \$160,000 payable until termination of this Agreement.

6. EMPLOYMENT BENEFITS:

(a) Vacation Time. Subject to the limitations set forth in this paragraph, Employee shall be entitled to accrue up to ten (10) vacation days ("Total Vacation Time") during each contract year. For purposes of this paragraph 6, a "contract year" shall be each twelve (12) month period commencing on the Effective Date and commencing on each anniversary of the Effective Date. Employee shall accrue one-twelfth (1/12) of the Total Vacation Time each month during the term of this Agreement, continuing until Employee has accrued the Total Vacation Time. If Employee has at any time accrued the Total Vacation Time, Employee shall not accrue any additional vacation days until such time as Employee uses some or all of the accrued vacation days. Employee shall not at any time have credit for or otherwise be entitled to more vacation days than the Total Vacation Time.

(b) Sick/Personal Time. Subject to the limitations set forth in this paragraph, Employee shall be entitled to accrue up to five (5) sick/personal days ("Total Time") during each contract year. Employee shall accrue one-twelfth (1/12) of the Total Time each month during the term of this Agreement, until Employee has accrued the Total Time. If Employee has at any time accrued the Total Time, Employee shall not accrue any additional days until such time as Employee uses some or all of the accrued time. Employee shall not at any time have credit for or otherwise be entitled to more days than the Total Time. Sick/Personal time may be used by an employee for a variety of reasons such as an employee who is ill, a child or family member who is ill, to observe a religious Holiday not observed by the Company, or a day off necessary to take care of personal business. Sick/Personal days are not intended nor allowed to be used as vacation time. Should any accrued sick/personal time be unused when this Agreement or employment ends, no payment of wages for unused time will be granted.

(c) Employer's Policy. All use of vacation and sick/personal time shall be subject to Employer's policies as may be determined by Employer from time to time. All vacation time must be scheduled and approved by Employer in advance. Employer is not required to approve vacation requests which exceed then accrued vacation time. Employee shall not schedule or use vacation or sick/personal time during any "sweeps" period, or within two weeks prior to any "sweeps" period. Employee shall not receive compensation pursuant to this Agreement for any absences in excess of Employee's then accrued vacation time and sick/personal time. If Employee is absent from work, and Employee does not at that time have accrued vacation or sick/personal days as necessary to cover the absence ("Excess Absence"), then the Employee shall not be paid for that absence; Employee's salary for that pay period shall be reduced by a fraction equal to the number of days of Excess Absence during that pay period divided by the total number of Employee's regular working days included within that pay period.

d) Other Benefits. Employee shall be entitled to participate in all other benefits generally made available to other employees of Employer, including without limitation health insurance and life or disability insurance. Any such benefits may be adopted and/or revoked from time to time at Employer's sole discretion.

7. **WORKSPACE AND FACILITIES; PROFESSIONAL EXPENSES:**

(a) Workspace and Facilities. Employer, at no expense to Employee, shall provide Employee with a workspace and all necessary clerical and technical assistance, apparatus, instruments, equipment, supplies, and such other services and facilities as may be reasonably necessary or reasonably are requested for the successful performance of Employee's duties hereunder.

(b) Professional Expenses. Employer, if it so elects, and after granting advance approval, may pay or reimburse Employee for other business expenses incurred by Employee in the performance of his or her duties hereunder, including without limitation dues and membership expenses relating to professional television journalism organizations and expenses incurred in attending professional meetings.

(c) Air Travel. Accommodations for air travel at Employer's request will be Economy Class, where available.

8. **CONFIDENTIALITY OF PROPRIETARY INFORMATION:**

(a) Trade Secrets. During the term of this Agreement, Employee may have access to and become acquainted with various trade secrets and other items and information, which may consist of story ideas, compilations of information, source or information lists, information contacts, records, files, and other information ("Trade Secrets") all of which are owned by Employer and regularly used in the operation of Employer's business.

(b) Proprietary Information. All Trade Secrets (as defined above), documents, salaries and compensation arrangements, computer programs, security systems, information contacts, equipment, ongoing stories and investigations and work product in process, personnel information, know-how, processes, information gathering techniques, and similar items relating to the business of Employer, whether they are prepared or developed by Employee or come into Employee's possession in any other way, and whether or not they contain or constitute Trade Secrets owned by Employer, shall be individually and collectively referred to herein as "Proprietary Information." All Proprietary Information shall remain the exclusive property of Employer; all Proprietary Information shall be deemed to be confidential, valuable, special, and unique assets of the business of Employer, and shall be protected in the same manner as Trade Secrets.

(c) Confidentiality of Trade Secrets and Proprietary Information. Employee promises and agrees that Employee shall not misuse, misappropriate, or disclose any of the Trade Secrets, Proprietary Information, or other items described herein, directly or indirectly, or use them in any way, either during the term of this Agreement or at any time thereafter, or disclose them to any other person or entity, except as required in the course of employment with Employer or as required to comply with a valid court order. Employee agrees that Employee will not divulge, communicate, use to the detriment of Employer, or for the benefit of any person or persons, or misuse in any way, any Proprietary Information, Trade Secrets, or other confidential information or property of Employer. Employee further acknowledges and agrees that any information, data, files, processes, stories, investigations, Trade Secrets, and Proprietary information which Employee has developed, discovered, become aware of, or acquired in connection with employment with Employer was received, developed, or prepared in confidence and as a fiduciary of Employer.

(d) Safekeeping. Employee, wherever possible, shall keep all Proprietary information, Trade Secrets, and other confidential material in a safe, secure place.

(e) Files and Records. All files and records relating in any manner whatsoever to the business of Employer, or the conduct of Employee's employment, whether prepared by Employee or otherwise coming into Employee's possession, shall be the exclusive property of Employer regardless of who actually acquired the original file or record or initially prepared the file or record. If Employee purchases any record book, ledger, or similar item to be used for recordkeeping, Employee shall notify Employer, and Employer shall reimburse Employee.

(f) Delivery to Employer. Upon the termination of this Agreement or whenever requested by Employer, Employee shall immediately deliver to Employer all Proprietary information, Trade Secrets, files, records, books, locks, keys, combinations, and other property in Employee's possession or under Employee's control which belongs to Employer.

9. UNFAIR, DECEPTIVE, LIBELOUS AND HARMFUL PRACTICE:

(a) Deceptive Practice. Employee shall refrain from conducting any unfair or deceptive practice that potentially may damage the professional reputation, profitability, or successful business practices of Employer.

(b) Libel or Slander. Employee shall refrain from making any statements or taking any action constituting libel or slander under California law, or which may tend to damage or reflect poorly on the reputation and perception of Employer in the community.

(c) Protection of License. Employee shall refrain from making any statements or taking any action which would have the result of causing Employer's FCC broadcasting license to be reviewed, revoked, or suspended, or which would give the FCC cause or justification for refusing to renew Employer's broadcasting license. Employee shall abide by all rules, laws, and regulations promulgated by the FCC, the United States of America, or the State of California applicable to the business activities or practices of Employer or Employee.

(d) Indemnification. Employee shall indemnify, defend by counsel of Employer's choice, and hold Employer harmless from and against any and all costs, claims, fines, damages, actions, or causes of action (including without limitation reasonable attorneys' fees) resulting from any statement or action of Employee in breach or violation of subparagraphs (a), (b), and (c) above.

10. TERMINATION OF EMPLOYEE:

(a) Events Resulting in Immediate Termination. Notwithstanding any other provision of this Agreement to the contrary, this Agreement shall be terminated immediately upon the occurrence of any of the following events:

(i) Employer and Employee reaching mutual agreement in writing as to termination.

(ii) The death of Employee.

(iii) Employee's disability which continues for a period of sixty (60) consecutive days. For purposes of this Agreement, "disability" shall be determined by a licensed physician selected by Employer and shall be defined

as Employee's inability, through physical or mental illness or other cause, to perform the majority of his usual duties.

- (iv) Termination of this Agreement by Employer "for cause," by written notice delivered from Employer to Employee specifying the cause for termination. For purposes of this Agreement, the term "for cause" shall not be limited to Section 2924 of the California Labor Code, but also shall include, without limitation, any of the following: (A) Employee's willful and persistent failure or refusal to perform any of his or her obligations under this Agreement; (B) embezzlement or other misappropriation of property, including Proprietary Information, Trade Secrets, or other confidential property of Employer; (C) repeated insobriety or drug abuse; (D) persistent and unexcused absenteeism; (E) Employee's failure to disclose to Employer information concerning Employee's prior actions which may reflect adversely on the character, credibility, or professionalism of Employee, or which could damage the reputation of Employer; (F) conduct or public allegations or evidence of conduct involving moral turpitude, or conduct or public allegations or evidence of conduct tending to bring

Employer or Employee into disrepute, or any conduct or public allegations or evidence of conduct which offends the community or any group or class within the community; (G) Employee's failure to rectify a breach or default of any of the terms, covenants, and conditions of this Agreement within ten (10) days after written demand from Employer to cure such breach or default; or (H) any conduct which constitutes a breach by Employee of any of the provisions of paragraph 9 of this Agreement. Any such termination shall be without prejudice to any other remedy to which Employer may be entitled by law, in equity, or under this Agreement.

(b) Salary and Benefits:

- (i) If this Agreement is terminated pursuant to paragraph 10(a) (i) above, the termination of this Agreement shall be effective as of the date specified in the mutual written agreement. If this Agreement is terminated pursuant to paragraph 10(a) (ii) above, the termination of this Agreement shall be effective as of the date of the death of Employee. If this Agreement is terminated pursuant to paragraphs 10(a) (iii) or (iv) above, the termination of this Agreement shall be effective as of the date which is ten (10) days after delivery by Employer to Employee of the notice of the termination. In the event of termination of this Agreement pursuant to paragraph 10(a) above, Employee shall receive the salary indicated in paragraph 5 above ("Salary") and the benefits indicated in paragraph 6 above ("Benefits") through the effective date of termination of this Agreement. The Salary payable to Employee shall be prorated and paid through the effective date of termination of this Agreement, based upon the partial contract year ending on the effective date of termination of this Agreement.
- (ii) If this Agreement is terminated pursuant to the provisions set forth in paragraph 3(b) above, then Employee shall be entitled to continue to receive Salary and Benefits until the later to occur of the following: (1) the effective date of the termination of this Agreement, as specified in paragraph 3(b) above, or (2) the date which is thirty (30) days after the date the notice of termination is deemed delivered to Employee. The Salary payable to Employee shall be prorated and paid through such date, based upon the partial contract year ending on such date.
- (iii) If this Agreement is terminated by Employer other than pursuant to paragraph 3(b) above and other than pursuant to paragraph 10(a) above, the termination shall be considered to be "without cause." If Employer terminates this Agreement "without cause," Employee shall be entitled to continue to receive Salary and Benefits from the date of the termination of this Agreement by Employer "without cause" and continuing until the first to occur of the following dates, as determined in the future if and when such dates occur: (1) the next date upon which Employer would thereafter have been entitled to terminate this Agreement pursuant to paragraph 3(b) above, if any, or (2) the next date upon which Employer would thereafter have been entitled to terminate this Agreement pursuant to paragraph 10(a) above, if events which would have given Employer the right to terminate this Agreement pursuant to paragraph 10(a) above should occur subsequent to the "without cause" termination of this Agreement, or (3) the end of the Term of this Agreement in accordance with paragraph 3(a) above. Such Salary shall be payable to Employee from time to time in accordance with Employer's standard pay periods, continuing until the date upon which Employee is no longer entitled to receive Salary and Benefits, as described in the immediately preceding sentence. In no event shall Employer's obligations to Employee in connection with the termination of this Agreement "without cause" exceed the amount of Employer's obligation as set forth in this paragraph.

(c) Notice of Termination. Any notice of termination delivered by Employer to Employee pursuant to paragraph 3(b) above or pursuant to this paragraph 10 shall be deemed delivered to Employee for purposes of this Agreement on the day hand delivered to Employee, on the day e-mailed to Employee, or on the day deposited in U.S. Mail addressed to Employee with sufficient postage for delivery.

11. COVENANT NOT TO COMPETE:

(a) Throughout Employment Term. During the term of Employee's employment with Employer, Employee shall not, without Employer's express prior written consent, which consent may be withheld in the sole discretion of Employer, directly or indirectly: (i) render services to or for any other television or radio broadcaster for compensation or otherwise, or engage in any activity competitive with or adverse to Employer's business or practice, whether alone, as a partner, or as an officer, director, employee, or shareholder of any other corporation, or as a trustee, fiduciary, or other representative, agent, or employee of any other entity; (ii) consult, assist, or supervise in the planning or organization of any business activity competitive with or potentially competitive with business of Employer; or (iii) influence or attempt to influence

customers, viewers, advertisers, or staff members of Employer to divert their business to competitors or others. Making passive and personal investments and conducting private business affairs not inconsistent with the terms hereof shall not be prohibited under this Agreement.

(b) Restriction on Use of Image. In addition to, and not in any way as a limitation of, the provisions of paragraph 11(a) above, during the term of Employee's employment with Employer, Employee shall not, without Employer's express prior written consent, engage in any activity or accept any outside employment involving public exposure of Employee or Employee's work product, face, image, or voice. For purposes of this paragraph, public exposure shall be deemed to mean exposure to fifty (50) or more people either in person or through any form of broadcast, digital, or printed medium. Such public exposure shall include, but shall not be limited to, radio or television voice-overs, on-air or on-camera appearances, advertising or promotion of products or services, character performances, and printed articles or columns. Any consent given pursuant to this paragraph shall be within Employer's absolute discretion, and each such activity or employment shall require separate consent. Each separate consent will be viewed as distinct from any previous consent given regardless of any similarity between the events giving rise to the need for consent. Employee acknowledges and agrees that this prohibition is reasonable and necessary in order to enable Employer to retain the benefits of its considerable expenditures in developing Employee's career in Southern California and to enable Employer to control any activity of Employee which may reflect unfavorably on Employer.

(c) Upon Termination. For a period of two (2) years after the termination of this Agreement, Employee shall not directly or indirectly influence or attempt to influence customers, advertisers, or staff members of Employer to divert their business or services to competitors or others.

12. PROPRIETARY RIGHTS:

(a) Right to Broadcast Ownership. Employer shall have the sole and unlimited right to broadcast, and to license others to broadcast, the performances of Employee pursuant to this Agreement. Any ideas or stories which Employee may contribute to the programs or newscasts of Employer shall become the property of Employer without additional compensation. All newscasts, programs, program recordings, and "out-takes" as well as the program titles, formats, scripts, stories, and all other subject matter related thereto and any other property or material conceived, created, prepared, or furnished by Employee or others, whether or not included in any program or newscasts, shall remain at all times the sole and exclusive property of Employer. All stories, materials, and program elements created and furnished by Employee, including performance in the newscasts or programs, shall be considered "works made for hire" as that phrase is used in the federal and/or state copyright laws. Employee hereby assigns and transfers to Employer all rights (including copyright), title, and interest in or to all such stories, materials, and elements. The newscasts, programs, program recordings, program elements, and materials may be used and exploited by Employer or its assignees or designees in perpetuity in any manner and media throughout the world as Employer may elect.

(b) Name and Likeness. Employee grants to Employer the right to use and license others to use Employee's name, voice, biographical material, representation, recorded performances, caricature, picture, and likeness in any and all media and by any and all means now or hereafter known or devised for informational purposes with respect to Employee's services

hereunder and/or for the advertising, publicizing, or exploitation of Employer's programming and/or newscasts. This authorization shall not be used in such a manner as to constitute a specific endorsement by Employee of any products without the prior written consent of Employer.

13. INJUNCTIVE RELIEF: Employee acknowledges that (i) the services to be furnished hereunder and the rights granted to Employer herein are of special, unique, extraordinary, artistic, and intellectual character which gives them a peculiar value, the loss of which cannot be compensated for in damages in an action at law, and (ii) the breach by Employee of any of the provisions of this Agreement will cause Employer irreparable injury and damage. Accordingly, Employer shall be entitled, as a matter of right and without further notice to Employee, to seek and obtain an injunction, temporary restraining order, or other equitable relief in connection with any breach of this Agreement by Employee. This right to seek and obtain injunctive relief shall be in addition to and not in lieu of any other rights and remedies which Employer may have, whether at law or in equity, or for damages or otherwise.

14. ENFORCEMENT: The parties agree that the provisions of this Agreement shall be specifically enforceable, and that in addition to any other rights which Employer may have at law or in equity, Employer shall be entitled to obtain a restraining order and/or injunction to prevent violation by Employee of any provision of this Agreement. The provisions of this Agreement are of tremendous value to the business of Employer, and were and are a material consideration to the continued employment of

Employee; and without the protection of this Agreement, Employer would be unable to divulge to Employee the information necessary to enable Employee to perform the duties of Employee and otherwise create the opportunity for Employee to enhance his or her career.

15. MISCELLANEOUS:

(a) Attorneys' Fees. If either party to this Agreement shall consult counsel or commence any action or proceeding against the other by reason of any dispute or breach or claimed breach of any term or condition of this Agreement, or if any party to this Agreement seeks a judicial declaration of rights hereunder, the prevailing party in such dispute, action, or proceeding shall be entitled to reasonable attorneys' fees whether or not such dispute, action, or proceeding proceeds to judgment.

(b) Amendment. This Agreement may be amended or modified only by a subsequent writing duly executed by both parties.

(c) Entire Agreement. This Agreement contains the final, complete, and exclusive understanding between the parties concerning the subject matter contained herein. There are no representations, warranties, agreements, arrangements, or understandings, whether oral or written, between the parties relating to the subject matter of this Agreement which are not fully expressed herein.

(d) Severability. If any one or more of the provisions of this Agreement are held to be invalid, illegal, or unenforceable in any respect or for any reason, the validity, legality, and enforceability of any such provision or provisions in every other respect and of the remaining provisions of this Agreement shall not be impaired in any way. If any clause, phrase, or provision of this Agreement is determined to be invalid, illegal, or unenforceable, such provision shall be limited, narrowed, or modified only to the minimum extent necessary to enable it to be valid and enforceable.

(e) Arm's Length Agreement. This Agreement has been negotiated at arms-length and between persons sophisticated and knowledgeable in the matters dealt with in this Agreement. In addition, each party has had the opportunity to consult with experienced and knowledgeable legal counsel. Accordingly, any rule of law, including California Civil Code Section 1654, or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purpose of the parties and this Agreement.

(f) Counterparts. This Agreement may be executed in any number of counterparts, all of which together will constitute one instrument.

(g) No Waiver. No waiver of any term herein shall constitute a general waiver for future purposes. All waivers must be in writing, and shall be effective only to the extent specifically set forth in writing.

(h) Captions. Captions appearing in this Agreement are for reference purposes only and shall not be considered in the interpretation or construction of this Agreement.

(i) Notices. All notices under this Agreement must be given in writing and hand-delivered, mailed, or e-mailed to the other party.

EMPLOYEE:

EMPLOYER:

McKINNON BROADCASTING COMPANY,
a California Corporation doing business as KUSI-TV

Sandra Maas

Michael Dean McKinnon
President

Date

Date

EXHIBIT 6



THIS IS AN IMPORTANT CASE

**KUSI's systemic inequalities
are unacceptable**

discriminatory
esp. distinctions
□ discriminatingly ad
discrimination /di.sk
treatment based on r
or sex 2 good taste
power of di-

emy. He
the ankle. If we
ties on their goods,
re t a l i a t i o n [ri
aliating: in retaliati
re [ri'tæliətiv], re
llotari) adj] return
ill treatment; of



EXHIBIT 7

WHAT THE CASE IS/ISN'T ABOUT

Now let's talk about what this case is really about.

First, what it's not about.

Slide 75

Pay Gap in Society

This case is not about other women – like those Ms. Maas kept trying to mention instead of simply answering my questions. This case is not about women's rights. This case is about this woman's rights.

Her rights to be paid fairly based on her experience, her talent, her work ethic, and her attitude in the news room.

Which she was.

This case is also about KUSI's rights to run its business by paying people based on their merit. It's about KUSI's right to exercise its business judgment, by deciding what to pay the talent, based on their talent and other bona fide factors.

It's about KUSI's right to make casting decisions based on style, cast the performers in its news programs who best fit the style of the format they want to present – to differentiate themselves from all the other news programs featuring polished news readers like Ms. Maas as anchors.

Finish Slide 75

This is not a case about wrongful termination.

In this case, there was no termination.

Plaintiff's counsel has been trying this case as if the issue is whether Sandra Maas was a bad anchor, as if she was fired for being a bad anchor.

She was not fired for being a bad anchor.

The argument seems to be that because Ms. Maas wasn't counseled or formally reprimanded or written up about her work habits, her attitude, or the other issues with her performance, then they must all be made up.

But plaintiff's lawyers are ignoring how KUSI's business actually works

They're treating this case as if it involved a civil service employee, or a rank-and-file worker in a big company.

KUSI doesn't paper the files of its anchor talent.

And the law didn't require KUSI to do so.

Did Ms. Maas's disengaged approach to the news, her late arrivals, her dismissive treatment of the writers, and her "I hate this place" attitude justify being fired for cause?

That's not the issue.

The issue is value.

The way Ms. Maas approached her job, which was VERY different from the way Allen Denton approached his job, made her a less valuable anchor than Allen Denton.

And her attitude and work ethic made her unsuitable as the kind of leader to build a new news team around, once the old KUSI News Team disbanded.

Less valuable as an anchor. And unsuitable as a leader.

[As Lisa Burger admitted, news organizations pay anchors different amounts, based on their experience and other factors. Mr. Cohen, as KUSI's News Director, makes judgments about talent. About the value of talent. Ms. Burger had nothing but praise for Mr. Cohen, even though she was testifying in support of her friend Sandra Maas.

His treatment of Ms. Maas was simple: he expected her to do her job to the best of her ability. And he would make recommendations to the

McKinnons on her *value*, based on the choices she made about how and when to do that.

Some people live to work. They grind. They live and breathe their jobs. Some people work to live. They have balanced lives, with social activities, travel, and time with family and friends. Sandra Maas worked to live. She did not live to work, like Allen Denton.

Nothing wrong with that. It's a choice. But to a news business, the amount of time a broadcaster devotes to the profession impacts the value of that broadcaster to the station.

Paul Rudy works like a dog.

For Allen Denton, news was his life

They had more value to KUSI.

Doesn't mean Sandra Maas didn't have value. She did. It just wasn't as high as Mr. Denton's value.

Less valuable than Allen Denton.

Less valuable than Kimberly Hunt.]

Still worth \$180,000 per year, plus 4 weeks of paid vacation, plus 5 paid personal days, plus a hair and then a makeup allowance.

Still worthy of the anchor chair in the old evening news format.

But not any more valuable to KUSI than what she negotiated for herself in her final two contracts.

As I said at the beginning of my opening statement, this is a case about value.

EXHIBIT 8

Healthy Living from January 2017 (Thursday)

Court's Ex.	654
Case #	37-2019-00032336-CU-OE-CTL
Rec'd.	
Dept.	65
Clk.	

	Date Aired	Date published	Topic
<u>Feb-17</u>			
FIRST ONE EVER	02/09/17	02/16/17	E-cigs reduce exposure to cancer
	02/16/17	02/23/17	Miracle Babies: Premature infants Defibrillator saves man having heart
	02/23/17	03/02/17	attack at gym
<u>Mar-17</u>			
	03/02/17	03/02/17	Is Sitting down getting a bad rap?
	03/09/17	03/09/17	Colorectal cancer on the rise - March is Awareness month Logan Byrnes same interview from 3/17/2020
	03/16/17	03/16/17	Healthy stores for a healthy community
	03/23/17	03/23/17	Breast Implants linked to rare cancer
	03/23/17	03/23/17	Pesticides and Produce
	03/30/17	03/30/17	Best workouts for losing weight Scientists make beating heart from
	03/30/17	03/30/17	spinach Crane flies invasion from winter
	03/30/17	03/30/17	rain

Apr-17

San Diego Health Department
04/06/17 04/06/17 increases Zika testing
04/13/17 NONE - Sandra HERE
04/20/17 NONE - Sandra OUT

Personalized Cancer Care,
04/28/17 04/28/17 CureMatch

May-17

Jimmy Kimmel newborn heart
05/03/17 05/03/17 defect
Teen depression rising in the United
05/11/17 05/11/17 States
05/18/17 NONE - Sandra OUT

05/25/17	05/25/17	Study shows people traveling abroad not receiving proper vaccines
05/25/17	05/25/17	No fruit juice for children under 1

Jun-17

Beneath the Surface: Scanner measures antioxidant levels in the
06/01/17 06/01/17 skin
Moderate drinking may impact the
06/08/17 06/08/17 brain
FDA wants powerful opioid pulled
06/15/17 06/15/17 from the market
Healthy ways to kick your sugar
06/22/17 06/22/17 habit
06/29/17 06/29/17 How sleep affects weight loss

Jul-17

Shortage of bee/wasp venom for
07/06/17 07/06/17 those allergic to stings

07/13/17	07/13/17	Coffee can lower chances of death
07/13/17	07/13/17	Exercise can improve your love life
07/20/17		NONE - Sandra OUT

Father receives first meniscus
07/27/17 07/27/17 replacement in San Diego

Aug-17

08/03/17	08/03/17	Side effects and dangers of statins Opioid crisis in America much
08/10/17	08/10/17	worse than reported
08/10/17	08/10/17	FDA approves new drug to treat ALS
08/17/17	08/17/17	88,000 Americans die of alcohol related causes each year
08/24/17	08/24/17	Signs eclipse damaged your eyes
08/31/17	08/31/17	FDA approves gene therapy to treat Leukemia
08/31/17	08/31/17	Filthy food habits, how dirty?

Sep-17

09/07/17	09/07/17	Blood Cot risk might be tied to how tall you are
09/14/17		NONE - Sandra OUT
09/21/17	09/21/17	More men embracing botox Alcohol exposure during all levels of
09/28/17	09/28/17	pregnancy

Oct-17

10/05/17	10/05/17	Positive mood may help flu shot effectiveness
10/12/17	10/12/17	Alternative to back surgeries
10/12/17	10/12/17	Wildfire smoke
10/19/17		NONE - Sandra HERE

Nov-17

11/02/17	11/02/17	Link between acetaminophen during pregnancy and ADHD
11/02/17	11/02/17	FDA says Shingles vaccine 20% more effective
11/09/17		NONE - Sandra OUT
11/16/17	11/16/17	Half of US Population in hypertension category

11/23/17 not posted Drinking coffee may lower risk of premature death

11/30/17 11/30/17 Marriage may have a protective effect against dementia

11/30/17 11/30/17 Cannabis oil being used in pets

Dec-17

12/07/17 NONE - Sandra HERE
Health officials expecting high flu

12/14/17 12/14/17 numbers this winter

12/21/17 Not posted Frozen embryo 'snowbaby' birth in Tennessee

12/28/17 12/28/17 More pregnant women are using marijuana

Jan-17

01/04/18 01/04/18 Influenza continues to spread across San Diego County
Study finds link between Ibuprofen

01/11/18 01/11/18 and male infertility

01/18/18 NONE

01/25/18 01/25/18 New blood tests detects 8 types of cancer

01/25/18 01/25/18 Repeated hits cause brain disease CTE

Feb-18

02/01/18 02/01/18 Autism is underdiagnosed in girls

02/08/18 NONE - Sandra HERE

02/15/18 None - Sandra HERE

02/22/18 02/22/18 Elderly flu patients six times more likely to suffer heart attacks

02/22/18 02/22/18 Drinking alcohol tied to longer life

Mar-18

03/01/18 NONE - Sandra HERE

03/08/18 03/08/18 Quiet Heroes Documentary tells story of beginning of the AIDS crisis

03/15/18 NONE - Sandra OUT

03/22/18 NONE - Sandra OUT

03/29/18 03/29/18 New birth control pill for men

Apr-18

04/05/18	04/06/18	Autism Awareness Month
04/12/18	04/12/18	Vaping up 900% among high school teens
04/12/18	04/12/18	CA life expectancy 2nd highest in nation
04/19/18		NONE - Sandra HERE
04/26/18	04/26/18	Is marijuana an effective treatment for kids with autism?
04/26/18	04/26/18	E&CO group film school for autistic students

May-18

05/03/18		NONE - Sandra HERE
05/10/18	05/10/18	One in five US kids have serious mental disorders
05/17/18		NONE - Sandra HERE
05/24/18		NONE - Sandra HERE
05/31/18	05/31/18	New guidelines say get your colon checked around age 45

Jun-18

06/04/18	6/4/2018 (MONDAY)	Most women with breast cancer don't need chemo
06/14/18	06/14/18	CDC says Americans eat too much free food at work
06/21/18		NONE - HERE
06/28/18	06/26/18	Possible link between Alzheimer's and Herpes

Jul-18

07/05/18	07/05/18	Interview with Dr. Ken Jones
07/12/18		NONE - Sandra HERE
07/19/18		Toni Atkins bill eliminates caps on breast and cervical cancer
07/26/18	07/26/18	Social media use linked to ADHD
07/26/18	07/26/18	Study links suicide risk to hotter climate
07/26/18	07/26/18	Study finds diet soda reduces colon cancer occurrence

Aug-18

08/02/18		NONE - Sandra HERE
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08/09/18 NONE - Sandra OUT

08/16/18 08/16/18 NONE - Sandra HERE

08/23/18 08/24/18 NONE - Sandra HERE

08/30/18 08/31/18 NONE - Sandra HERE
8/16 to 8/30 had 'Hold for Release'
(HFR) stories from Reporters
instead of Health Living, we
branded them as Special Reports on
air.
HFR Stories re-aired on GMSD too.
Healthy Livings NEVER re-aired in
multiple newscasts.

Sep-18

09/06/18 09/06/18 Emsculpt helping patients build
muscle and burn fat
Steve had/has a rule: No medical
products on GMSD. My guess he
saw this one before show and said
don't air it.

09/13/18 NONE - Sandra OUT

09/20/18 NONE - Sandra OUT

09/27/18 NONE - Sandra HERE

Oct-18

10/04/18	Sexual assault survivors three times more likely to be depressed
10/04/18	Less sleep associated with risky behavior in teens
10/04/18	Young, wealthy Americans eat the most fast food

		Miracle Babies: SD doctor's lifelong mission to help babies born prematurely
10/11/18	10/11/18	
		Polio-like illness causing paralysis reported in 22 states
10/18/18	10/18/18	
		Spain to have longest life expectancy by 2040
10/25/18		
		Eating organic food could protect you from cancer
10/25/18		

Nov-18

		Heroin deaths down, fentanyl deaths rise in San Diego County
11/01/18	11/01/18	

11/08/18	11/09/18	Diabetes Awareness Month
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		Healthy on You' cooking classes help students clean up their diet
11/15/18	11/15/18	
		New treatment for kids with severe peanut allergies
11/22/18	11/22/18	

11/29/18	11/29/18	2018 5K Walk to Cure Lupus
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Dec-18

		Australian 10-minute cancer test
12/06/18		
		August babies diagnosed with higher rates ADHD
12/06/18		

		Vet acupuncture effective in treating variety of ailments
12/13/18	12/13/18	

		New book 'Innercise' helps people improve mental fitness
12/20/18	12/20/18	
12/27/18		NONE - Sandra HERE

Jan-19

		NONE - Sandra HERE
01/03/18		
		US Cancer death rate drops for 25 straight years
01/10/18	01/10/18	
		Less than 6 hours of sleep increases risk for heart disease
01/17/18	01/17/20	
01/24/18		NONE - Sandra OUT
01/31/18		NONE - Sandra OUT

Feb-19

	02/07/19	02/07/19	FDA says certain breast implants linked to cancer
	02/14/19	02/14/19	Highlighting heart valve disease for American Heart Month
	02/21/19	02/21/19	How to decrease your risk of getting the flu
	02/28/19		NONE - Sandra HERE
<u>Mar-19</u>			
	3/6/2019 Wednesday	03/06/19	FDA approved drug to treat depression in form of a nasal spray, containing ketamine
	03/07/19	03/07/19	New drug to treat people with OCD being tested in San Diego
	03/14/19		NONE - Sandra HERE
	03/22/19	03/22/19	FDA approves Zulresso to treat postpartum depression
	03/28/19		NONE - Sandra OUT
<u>Apr-19</u>			
	04/04/19		NONE - Sandra HERE
	04/11/19		NONE - Sandra OUT
	04/19/19	04/19/19	Miracle Babies: Alcohol Awareness Month
	04/25/19	04/25/19	San Diego doctors on high alert after measles outbreak
<u>May-19</u>			
	05/02/19		NONE - Sandra HERE
	05/08/19	05/08/19	FDA strenghtens warning about sleeping pill dangers
	05/14/19	05/14/19	UCSD Study finds link between Roundup Herbicide and liver disease
	05/16/19	05/16/19	New global guidelines to reduce risk of dementia
	5/21/2019 Tuesday	05/21/19	Sharp Mary Birch receives \$3 million grant for neonatal research
	05/30/19	05/30/19	NONE - Sandra HERE
<u>Jun-19</u>			

		CoolSculpting freezes fat ares from
06/05/19	06/05/19	your body
06/13/19		NONE -Sandra HERE

Length	Type
	New study & Interview
3:39	CNN Heroes segment & interview with Dr.
4:39	On-Site Interview
1:51	CNN
7:24	CNN & Interview
3:47	SOT package
1:33	CNN
1:36	CNN
1:35	CNN
:45	CNN
1:00	SD County

3:30 [CNN & Interview](#)

5:50 Interview with Founder

4:14 [CNN & Interview](#)

5:23 Suicide.org stats

1:33 [CNN](#)

1:28 [CNN](#)

5:24 [NuSkin press release](#)

1:54 [CNN](#)

[CNN](#)

2:05 [CNN](#)

1:18 [CNN](#)

1:55 [CNN](#)

1:20 GMSD

1:19 [CNN](#)

3:30 [Grossmont Orthopedic Medical Group](#)

4:54 [CNN & Interview](#)

2:00 [CNN](#)

1:25 [CNN](#)

5:40 [CNN & Interview](#)

1:49 [CNN](#)

1:09 [CNN](#)

2:06 [CNN](#)

2:26 [CNN](#)

4:21

7:08 [CNN & Interview](#)

2:07 CNN

1:26 CNN

1:47 [CNN](#)

6:02 [CNN & Interview](#)

1:28 [CNN](#)

1:40 [CNN](#)

6:00 [CNN & Interview](#)

:30 [Reuters](#)

1:52 [CNN](#)

2:04 CNN

4:19 [CNN](#)

4:20 [CNN](#)

6:20 [CNN & Interview](#)

4:36

6:13 [CNN & Interview](#)

1:42 [CNN](#)

1:48 [CNN](#)

5:56 Interview

1:33 [CNN](#)

1:27 [CNN](#)

4:14

1:54 [CNN](#)

1:37 CNN

1:47 [CNN](#)

1:48 [CNN](#)

1:00 UCSD Press
release

6:12 Interview

6:28 CNN &
Interview

5:50 CNN &
Interview

5:03 CNN &
Interview

2:02 [CNN](#)

2:15 [CNN](#)

5:30

6:00 Interview

1:30 [CNN](#)

:45 [CNN](#)

:45 CNN

[Sasha Foo:](#)
[Sperm](#)
[Count HFR](#)

[Ginger](#)
[Jeffries:](#)
[How to](#)
[protect your](#)
[children](#)
[from sexual](#)
[predators](#)
[online](#)
[Dani](#)
[Ruberti:](#)
[Pechanga](#)
[PTSD Dogs](#)
[HFR](#)

2:50

1:00

[CNN](#)

1:00

[CNN](#)

1:00

[CNN](#)

3:16 Interview

2:14 [CNN](#)

1:01 [CNN](#)

:45 [CNN](#)

4:21 Interview

3:19 Interview

4:06 Cooking
Class

4:21 Interview

3:18 Interview

:45 [CNN](#)

2:15 [CNN](#)

4:52 Mobile Vet

4:59 Interview

5:01 [CNN](#)

4:07 [CNN &
Interview](#)

5:35 [CNN & Interview](#)

4:17 Interview

4:16 Interview

4:15 [CNN & Interview](#)

4:52 Interview

3:56 [CNN & Interview](#)

4:32 Interview

3:34 Interview

4:02 [CNN & Interview](#)

4:29 Interview with Logan Byrnes

4:09 Interview

Interview

3:56

Interview at
Revive Spa
Carmel
Valley

Link	Video (Y/N)
https://www.kusi.com/new-study-smokers-who-switch-to-e-cigarettes-reduce-exposure-to-cancer/	No
https://www.kusi.com/miracle-babies-a-lifesaver-for-families-of-premature-infants/	Yes
https://www.kusi.com/defibrillator-saves-man-having-heart-attack-at-local-gym/	Yes
https://www.kusi.com/is-sitting-down-getting-a-bad-rap/	Yes
https://www.kusi.com/colorectal-cancer-on-the-rise/	Yes
https://www.kusi.com/healthy-stores-for-a-healthy-community/	Yes
https://www.kusi.com/healthy-living-breast-implants-babies-and-produce/	Yes
https://www.kusi.com/healthy-living-breast-implants-babies-and-produce/	Yes
https://www.kusi.com/best-workouts-for-losing-weight/	Yes
https://www.kusi.com/best-workouts-for-losing-weight/	Yes
https://www.kusi.com/best-workouts-for-losing-weight/	Yes

<https://www.kusi.com/san-diego-health-department-increases-zika-testing/> Yes

<https://www.kusi.com/healthy-living-personalized-cancer-care/> Yes

<https://www.kusi.com/healthy-living-heart-defects-in-newborns/> Yes

<https://www.kusi.com/healthy-living-teen-depression-rising-in-the-us/> Yes

<https://www.kusi.com/healthy-living-study-shows-people-traveling-abroad-not-receiving-proper-vaccines/> Yes

<https://www.kusi.com/healthy-living-american-academy-of-pediatrics-says-no-fruit-juice-for-children-under-one/> Yes

<https://www.kusi.com/beneath-the-surface-scanner-measures-antioxidants-levels-in-the-skin/> Yes

<https://www.kusi.com/healthy-living-new-study-shows-even-moderate-alcohol-can-have-negative-impact-on-brain/> Yes

<https://www.kusi.com/healthy-living-fda-wants-powerful-opioid-pulled-from-the-market/> No

<https://www.kusi.com/healthy-living-ways-to-kick-your-sugar-habit-and-recalibrate-your-palate/> Yes

<https://www.kusi.com/healthy-living-how-sleep-affects-weight-loss/> Yes

<https://www.kusi.com/healthy-living-shortage-of-anti-venom-for-those-who-are-allergic-to-bee-stings/> Yes

Not posted

<https://www.kusi.com/healthy-living-exercise-and-your-love-life/> Yes

<https://www.kusi.com/healthy-living-father-of-six-receives-first-meniscus-replacement-in-san-diego/> Yes

https://www.kusi.com/healthy-living-side-effects-of-statins-and-the-dangers-to-those-who-stop-taking-them/	Yes
https://www.kusi.com/healthy-living-opioid-crisis-in-america-much-worse-than-reported/	Yes
	No
https://www.kusi.com/healthy-living-88000-people-die-of-alcohol-related-causes-in-us-every-year/	Yes
https://www.kusi.com/healthy-living-signs-the-eclipse-might-have-damaged-your-eyes/	Yes
https://www.kusi.com/healthy-living-fda-approves-gene-therapy-to-treat-leukemia/	Yes
https://www.kusi.com/healthy-living-filthy-food-habits-how-dirty-are-they/	Yes
https://www.kusi.com/healthy-living-blood-clot-risk-other-problems-might-be-tied-to-height/	Yes
https://www.kusi.com/healthy-living-more-men-are-embracing-cosmetic-surgery/	Yes
https://www.kusi.com/healthy-living-alcohol-exposure-unsafe-at-every-stage-of-pregnancy/	Yes
https://www.kusi.com/healthy-living-good-mood-good-immunity/	Yes
https://www.kusi.com/healthy-living-help-for-back-pain-sufferers-how-to-avoid-going-under-the-knife/	Yes
https://www.kusi.com/healthy-living-wildfire-smoke-can-be-dangerous-to-your-health/	Yes
https://www.kusi.com/healthy-living-san-diego-company-curemetrix-using-artificial-intelligence-to-detect-cancer/	Yes
https://www.kusi.com/healthy-living-link-between-acetaminophen-during-pregnancy-and-adhd/	Yes
https://www.kusi.com/healthy-living-fda-says-new-shingles-vaccine-is-20-percent-more-effective-than-previous-vaccines/	Yes
https://www.kusi.com/healthy-living-new-guidelines-put-nearly-half-the-us-population-in-hypertension-category/	No

	No
https://www.kusi.com/healthy-living-study-shows-marriage-may-have-a-protective-effect-against-dementia/	Yes
https://www.kusi.com/healthy-living-cannabis-oil-being-used-to-help-pets-with-pain-and-anxiety/	Yes

https://www.kusi.com/healthy-living-health-officials-expecting-high-flu-numbers-this-winter/	Yes
	No
	Yes

https://www.kusi.com/influenza-continues-to-spread-across-san-diego-county/	Yes
https://www.kusi.com/new-study-suggests-link-between-ibuprofen-and-male-infertility/	Yes

https://www.kusi.com/scientists-say-new-blood-test-detects-8-types-of-cancer/	Yes
https://www.kusi.com/repeated-hits-not-concussions-cause-brain-disease-cte/	Yes

https://www.kusi.com/healthy-living-new-study-suggests-autism-is-underdiagnosed-in-girls/	Yes
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https://www.kusi.com/study-shows-elderly-flu-patients-six-times-more-likely-to-suffer-heart-attacks/	Yes
https://www.kusi.com/drinking-alcohol-tied-to-longer-life-in-new-uc-irvine-study/	Yes

https://www.kusi.com/documentary-quiet-heroes-tells-the-story-of-the-beginning-of-the-aids-crisis/	Yes
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https://www.kusi.com/healthy-living-new-birth-control-pill-for-men/	Yes
---	-----

https://www.kusi.com/healthy-living-autism-awareness-month/	Yes
https://www.kusi.com/healthy-living-us-surgeon-general-says-vaping-900-among-high-school-teens/	Yes
https://www.kusi.com/healthy-living-could-where-you-live-determine-how-long-you-have-to-live/	Yes
https://www.kusi.com/healthy-living-help-those-living-with-autism/	Yes
https://www.kusi.com/healthy-living-help-those-living-with-autism/	Yes
https://www.kusi.com/healthy-living-one-in-five-us-children-have-serious-mental-disorders/	Yes
https://www.kusi.com/healthy-living-new-guidelines-say-to-get-your-colon-checked-around-age-45/	Yes
https://www.kusi.com/new-study-shows-most-women-with-early-breast-cancer-dont-need-chemo/	Yes
https://www.kusi.com/healthy-living-cdc-says-americans-eat-too-much-free-food-at-work/	Yes
	No
	NO
	No
https://www.kusi.com/healthy-living-social-media-linkage-to-adhd-suicide-risks-in-hotter-climates/	Yes
https://www.kusi.com/healthy-living-social-media-linkage-to-adhd-suicide-risks-in-hotter-climates/	Yes
https://www.kusi.com/healthy-living-social-media-linkage-to-adhd-suicide-risks-in-hotter-climates/	Yes

<https://www.kusi.com/healthy-living-emsculpt-helping-patients-build-muscle-and-burn-fat/>

Yes

No

No

No

https://www.kusi.com/healthy-living-san-diego-doctors-lifelong-mission-to-help-babies-born-prematurely/	Yes
https://www.kusi.com/polio-like-illness-causing-paralysis-reported-in-22-states/	Yes
	No
	No
https://www.kusi.com/heroin-deaths-down-fentanyl-deaths-rising-in-san-diego-county/	Yes
https://www.kusi.com/healthy-living-diabetes/	Yes
https://www.kusi.com/healthy-cooking-class-to-improve-your-holiday-diet/	Yes
https://www.kusi.com/new-treatment-for-children-with-a-severe-peanut-allergy/	Yes
https://www.kusi.com/2018-san-diego-walk-to-cure-lupus/	Yes
	No
	No
https://www.kusi.com/veterinary-acupuncture-effective-in-treating-a-variety-of-ailments/	Yes
https://www.kusi.com/healthy-living-improving-your-mental-fitness/	Yes
https://www.kusi.com/healthy-living-cancer-deaths-drop-in-u-s/	Yes
https://www.kusi.com/new-study-less-than-6-hours-of-sleep-increases-risk-for-heart-disease/	Yes

<https://www.kusi.com/healthy-living-fda-says-certain-type-of-breast-implants-linked-to-cancer/> Yes

<https://www.kusi.com/highlighting-heart-valve-disease-for-american-heart-month/> Yes

<https://www.kusi.com/how-to-decrease-you-risk-of-getting-the-flu/> Yes

<https://www.kusi.com/new-fda-approved-drug-to-treat-depression-in-form-of-a-nasal-spray/> Yes

<https://www.kusi.com/new-drug-to-treat-people-with-ocd-being-tested-in-san-diego/> Yes

Yes

<https://www.kusi.com/non-profit-miracle-babies-supports-families-of-premature-babies/> Yes

<https://www.kusi.com/san-diego-doctors-on-high-alert-after-measles-outbreak/> Yes

<https://www.kusi.com/fda-strengthens-warning-about-sleeping-pill-dangers/> Yes

<https://www.kusi.com/ucsd-study-finds-link-between-roundup-herbicide-and-liver-disease-2/> Yes

<https://www.kusi.com/new-global-guidelines-to-reduce-the-risk-of-dementia/> Yes

<https://www.kusi.com/sharp-mary-birch-receives-3-million-grant-for-neonatal-research/> Yes

<https://www.kusi.com/coolsculpting-freezes-fat-areas-from-your-body/>

Yes

Block/Hour	Content Source	Interview Subject		
5pm/C	"British study" from CNN	UCSD Pulmonologist Dr. Laura Crotty		
5pm/E	CNN and PR Company San Diego People! 2			
5pm/C	for 1	Jorge Chinchilla, survivor		
5pm/C	"New study"	FULL CNN PKG Scripps Clinic Gastroenteritis Dr. Walter		
5pm/C	"New Study"	Coyle		
6pm/D	Statewide campaign press release	San Diego County Health Officials		
6pm/C	FDA Report, CNN Story	FULL CNN PKG	NBC Story	
6pm/C	Shoppers Guide to pesticides in produce EWG report	Full CNN PKG	ABC Story	
6pm/E	"New Study" CNN Story	FULL CNN PKG		
6pm/E	CNN SD County press release and SOT	FULL CNN PKG	Viral story	
6pm/E		SOT	NBC 7	ABC 10

5pm/C [CDC Report](#) CNS Wire with Dr. Wilma Wooten [NY Times](#) [CBS 8](#)

6pm/C Full report with founder and CEO Founder from Rancho Santa Fe [Fox 5](#)

5pm/E [CNN then interview with UCSD Nurse](#) Nurse Jackie Hiner
6pm/C Follow up on Death by suicide TPHS Deborah Skvarna Therapist

6pm/C "Study Shows" from CNN [FULL CNN PKG](#)
6pm/C "Study shows" from CNN [Full CNN PKG](#)

6pm/C [Thrive Full Body Wellness product](#) Dr. Seth Camhi and Mark Martlett
6pm/C ["New study" from CNN](#) [FULL CNN PKG](#)
6pm/C [FDA Report, CNN Story](#) [Full CNN PKG](#)
6pm/C [CNN Sugar Addiction in the US](#) [Full CNN PKG](#)
6pm/C [Sleep Foundation study](#) [Full CNN PKG](#) [WJHL Story \(same exact\)](#)

6pm/C [CNN](#) [FULL CNN PKG](#)

6pm/C ["Study found" from CNN, but GMSD interview recap.](#) Intro to GMSD Interview with Dr Mona Hacker.

6pm/C [CNN](#) [FULL CNN PKG](#)

6pm/C [Active Implants NU surface press release](#) Bio & Interview on Dr. Scott (Intro script last edited by Patrick Hartley) Hacker

6pm/C "Study found" from CNN with Interview follow UCSD Cardiologist Dr. Pam Taub

5pm/B [CNN](#) [FULL CNN PKG](#)

5pm?B [FDA Approval release "Study found" from](#) FULL CNN PKG

6pm/C [CNN with Interview follow](#) Interview with therapist Judith Adams

6pm/C [CNN Story on Eclipse](#) [FULL CNN PKG](#)

6pm/C [CNN Story on FDA statement](#) [FULL CNN PKG](#)

6pm/C [CNN story on five second rule](#) [FULL CNN PKG](#)

6pm/C "Study found" from CNN [FULL CNN PKG](#)

6pm/C Press release from her/PR Firm Dr. Melanie Palm [ABC 10 Story](#)

6pm/C [CNN](#) Dr. Ken Jones UCSD

6pm/C ["Study found" from CNN](#) [KDRV Story](#) [KRON Story](#) [WCAX story](#)

6pm/C "Study found" from CNN, Johns Hopkins [WDTV Story](#)

6pm/C [CNN Story, wildfire season](#) [89.3 SCPR Story](#) [Time.com](#)

Didn't even use our own wildfire footage

6pm/C [Promoting A.I. in Medicine seminar on 10/30/2017](#) [October is Breast Cancer Awareness Month](#) Interview with founder Dr. Alyssa Watanabe

6pm/C ["Study found" from CNN](#) [Full CNN PKG](#)

6pm/C [CDC Recommends from CNN](#) [Full CNN PKG](#) [CBS Story](#)

6pm/C ["Study found" from CNN](#) [FULL CNN PKG](#) [Interview with Jessica Spiro, she did tons of media](#) Rick Willis' Wife was interviewee

6pm/C	Allen did this one "Study Found" from	Reuters story	NBC Story
6pm/C	CNN	FULL CNN PKG	Time.com Story
6pm/C	"Study found" from CNN	CBS Sacramento word for word story	CBS Philly Story KRON4 Story

6pm/C	CNN Flu Season story	CNN Intro	Interview UCSD's Dr. Randy Taplitz	NPR Story
6pm/C	CNN Trending story	Full CNN PKG	ABC Story	CBS Story
6pm/C	"Study finds" from CNN	Interview with UCSD's Dr. Christina Chambers	ABC 7 SF Story	
6pm/A	San Diego County Health numbers "Study finds" from	Interview with SD County Health Dr. Sayone Thihalolipavan		
6pm/C	CNN	UCSD Dr. Tung-Chin		

6pm/C	"Study finds" from CNN	FULL CNN PKG	NBC New York Story
6pm/C	"Study finds" from CNN	Full CNN PKG	CBS Sports Story ABC Story

6pm/C Author Sally J Pla new book

6pm/C	"Study finds" from CNN	FULL CNN PKG	
6pm/C	"Study finds" from CNN...Viral story...	FULL CNN PKG	ABC 7 LA Story Newsweek Story

6pm/C	File footage and Interview from Sundance Institute YouTube page...not originally created by KUSI	Film to premiere at Sundance Film Festival	Sandra attends Sundance every year
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6pm/C	"Study find" from CNN	FULL CNN PKG	ABC 7 Story
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5pm/E	Trending Story for April	WDTV Story	KOB1 5 Story	
6pm/C	CNN: US Surgeon General Report	FULL CNN PKG		
6pm/C	"Study finds" from CNN	FULL CNN PKG		
6pm/C	UCSD Report	Press release voiceover	NBC 7 Story	newswise.com Story
6pm/C	Autism month	Interview		
6pm/C	"Study finds" from CNN	SD Center for Children interview	WTXL Story	Ozarks First
6pm/C	"Study finds" from CNN	Dr. Samuel Eisensten, Colorectal Surgeon UCSD		
6pm/C	"Study finds" from CNN	Interview with Allen Denton..	Dr. Richard Schwab, UCSD Medical Oncologist	
6pm/C	"Study Finds" from CNN	FULL CNN PKG		
6pm/C	"Study finds" from CNN	FULL CNN PKG		
6pm/C	Promoting fundraiser for Nine Months Matter		Dr. Ken Jones and Mary Reynolds	See 9/28/2017
6pm/C	About Toni Atkins bill, signed by Jerry Brown.	What's the bill mean for low-income San Diegans?	Shaina Gross, CEO of Susan G. Komen San Diego	
6pm/c	"Study finds" from CNN	Full CNN PKG		
6pm/C	"Study finds" from CNN	FULL CNN PKG		
6pm/C	"Study finds" from CNN	FULL CNN PKG	ABC 7 NY Story	Yale Story

Not in Don't think it ever
rundowns aired? Clean feed is
posted.. [Motion graphics from this
YouTube video](#) Dr. Melanie Palm [Emsculpt in the
media](#)

6pm/D	"Study Finds" from CNN	Full CNN PKG
6pm/D	"Study Finds" from CNN	Full CNN PKG
6pm/D	"Study Finds" from CNN	Full CNN PKG

6pm/D	Promoting upcoming event "Study finds" from CNN	Interview with Miracle Babies founder	Dr. Sean Daneshmand	
6pm/D	"Study finds" from CNN	Full CNN PKG	ABC Story	CBS Story
6pm/D	"Study finds" from CNN	Full CNN PKG	The Guardian Story	Business Insider Story
6pm/D	"Study Finds" from CNN	Full CNN PKG	NYT Story	CBS 19 East Texas Story
6pm/D	SD County Prescription Drug Abuse Report Card	Interview with Patrick Foley from the McAlister Institute	CBS 8 Story	
6pm/D	SD American Indian Health Center	Interview with Dr. Richard Tew and Lisa Mann-Mattson		
6pm/D	Samanthan Binkley's cooking class in Del Mar	Samanthan Binkley's Instagram link	Sandra's friend	All the Del Mar/RSF/Carmel Valley moms attend
6pm/D	New study by Dr. Leonard	Dr. Stephanie Leonard, Rady Children's	ABC News	CBS Story
6pm/D	Promoting walk on 12/1/2018	Naturpathic Physician Dr. Eric Wood		
6pm/D	Floated - Never ran	"Study finds" from CNN		
6pm/D	Floated - Never ran	"Study finds" from CNN		
6pm/D	RanchHouseVet.com	Interview with Dr. Jennifer Stewart and her customer	Betty Fitzpatrick - Customer	
6pm/D	Interview promoting book and Saturday seminars	Author John Assaraf	Brainathon Seminar	
6pm/D	"Study finds" from CNN	FULL CNN PKG	CBS Story	USA Today
6pm/D	"Study finds" from CNN	Interview with Dr. James Kim		

6pm/D	"Study finds" from CNN Sharp Memorial Hospital Dr. Karl Limmer	Julie Lykins, San Diego resident	Lykins is a breast implant safety activist
6pm/D	Follow up on 14 year old dying from flu in San Diego	Patient Derek Denzinger Dr. Jennifer Doumas, American Family Care	
6pm/A	CNN Story on FDA approval release	Dr. Ruben Abagyan, UCSD School of Pharmacy	
6pm/D	Synergy Research Center application to be tested	Dr. Charmaine Semeniuk who is conducting the study in Lemon Grove	
6pm/C	CNN Story on FDA Aproval release	Cara Fairfax, Psychotherapist	
6pm/D	Dr. Sean Daneshmand, founder	Superhero 5k at Liberty Station on May 5th	
6pm/D	Dr. Mark Sawyer, Rady Children's	ABC 10 San Diego	SDUT Story NBC San Diego
6pm/D	CNN Story on FDA report	Dr. Atul Malhotra, Director of Sleep Medicins UCSD	CBS 42 Birmingham Story KITV Hawaii Story
6pm/B	UCSD Study about lawsuit	Dr. Paul Mills, UCSD, conducted study	KPBS Story CBS 8 Story
5pm/B	W.H.O. press release -	Dr. Lisa Delano-Wood, UCSD Memory Aging and resilience	
6pm/C	Dr. Anup Katheria, Sharp	Promo for Sharp Women's Luncheon on May 29	

6pm/C

Dr. Michelle Raby

Patient Christina Contizano Torrey Pines Mom

CBS 8

SDUT

[Times of San
Diego](#)

[Ozarks First](#)

[News 4 San
Antonio](#)

[I see my
friend's mom
in the B-roll](#) Classes
are \$125...
commerci
al

[NY Times](#)

EXHIBIT 9



120

Weeks of Healthy Living
Segments Expected /
Required Per Maas
Testimony

5

Healthy Living
Segments Produced
and Aired By
Other Reporters

81

Maas Healthy
Living Segments
Produced

33 out of **81**

Healthy Living
Segments Copied
From CNN



120

Weeks of Healthy Living Segments Expected / Required Per Maas Testimony

5

Healthy Living Segments Produced and Aired By Other Reporters

81

Maas Healthy Living Segments Produced

6 out of **81**

Few Healthy Living Segments Involved Out-of-Studio Photo Shoots



120

Weeks of Healthy Living
Segments Expected /
Required Per Maas
Testimony

5

Healthy Living
Segments Produced
and Aired By
Other Reporters

81

Maas Healthy
Living Segments
Produced

10 out of **81**

Healthy Living
Segments
"Enterprised" by
Sandra Maas

EXHIBIT 10

"Your rep (reputation) is to take the high road."

~ Paul Rudy

"...this has nothing to do with your performance."

~ Sally Luck

"You and Allen are both outstanding."

~ Steve Cohen text



**HOW KUSI
DESCRIBED
SANDRA MASS
BEFORE
THE LAWSUIT**

"You go girl!"

Response upon learning of filing

~ Jay Brown

"Allen Denton was not a harder worker than Ms. Maas."

~ Steve Cohen

"Maas actually did more work for KUSI than Denton considering she did the Healthy Living segment."

~ Steve Cohen

EXHIBIT 11

24 · · · · · Q · · Okay · This employment agreement,
25 · · · Exhibit 101, under the Recitals, 1(b), it says that the
1 · · · employer is desiring to engage the services of an
2 · · · on-camera television performer · Are you an on-camera
3 · · · television performer?
4 · · · · · A · · I'm a broadcast journalist and one of my
5 · · · duties is to read the news on camera.
6 · · · · · Q · · So is that a yes, you're an on-camera
7 · · · television performer?
8 · · · · · MR. GRUENBERG: · Don't answer.
9 · · · · · Asked and answered.
10 · · · · · You don't have to answer that question again.
11 · · · · · MS. JANINE-PAGE: · Are you instructing her not to
12 · · · answer?
13 · · · · · MR. GRUENBERG: · Yes.

19:24-20:5

24 · · · · · Q · · Okay · This employment agreement,
25 · · · Exhibit 101, under the Recitals, 1(b), it says that the
1 · · · employer is desiring to engage the services of an
2 · · · on-camera television performer · Are you an on-camera
3 · · · television performer?
4 · · · · · A · · I'm a broadcast journalist and one of my
5 · · · duties is to read the news on camera.

You wanted to be sure to include journalist in your answer, didn't you?

Because journalism was part of your job too, in addition to on-air performance, right?

Are all journalists the same?

In terms of the quality of their stories, are all journalists the same?

Are some journalists better than others?

In terms of the quality of their stories, are some journalists better than others?

In terms of the quality of their reporting, are some journalists better than others?

And you don't have any problem with people being paid differently, based on their merit, do you Ms. Maas?

You believed you deserved more money than Paul Rudy for example, because you were a better performer than him.

180:11-16:

11 Q . . Any other reasons why you believe that you
12 . . . should have been paid more than Paul Rudy in the 2018,
13 . . . 2019 time period?
14 A . . Well, I mean have you watched Paul Rudy? He
15 . . . has a little bit of trouble on the air as well. I was
16 . . . a better performer than Paul Rudy on the air.

Talent matters, doesn't it Ms. Maas?

EXPERIENCE MATTERS

Did you co-anchor the Evening News with Logan Brynes after Allen Denton retired?

Did you insist on taking a pay cut so that you and Logan Byrnes would be paid equally?

Did you insist on taking a pay cut so that you and Ginger Jeffries would be paid equally?

You had more experience than they did, right?

And you agree that experience is an important consideration in determining the value of a news anchor, right?

You said in your deposition that you'd want to know what experience your fellow anchors Logan Byrnes and Ginger Jeffries had to have an opinion about whether they should have been paid the same as you, do you recall that?

296:8-25

·8 Q . . Do you believe that Anna Laurel, Logan
·9 . . . Byrnes, and Ginger Jeffries should have all been paid

10 · · · the exact same compensation at the time that you left?
11 · · · · · MR. GRUENBERG: · Calls for speculation.
12 · · · · · THE WITNESS: · I've never thought about it.
13 · · · BY MS. JANINE-PAGE:
14 · · · · · Q: · Well, as you sit here today, do you
15 · · · believe --
16 · · · · · MR. GRUENBERG: · If you have a belief.
17 · · · · · THE WITNESS: · I don't really know anything
18 · · · about -- besides Anna, who I know about her background
19 · · · a little bit because we worked together on two shows,
20 · · · but the pore other people I know nothing about. I
21 · · · can't tell you *what television stations they worked*
22 · · · *for, how long they've been in the business.* · I -- they
23 · · · are new to San Diego. · I have no idea how I'd even --
24 · · · I'd have to know more about *their background and their*
25 · · · *experience* to formulate an opinion.

Experience matters, doesn't it, Ms. Maas?

[In terms of the value of an anchor, experience matters, doesn't it, Ms. Maas?]

And you had less experience in broadcasting than Allen Denton, didn't you?

You had less experience as a full-time TV anchor than Allen Denton, didn't you?

You had less experience as an *evening* TV anchor than Allen Denton, didn't you?

Allen Denton anchored the KUSI Evening News -- the flagship program - for a year and 8 months before you joined him as his co-anchor, right?

And before joining Allen Denton as co-anchor of the KUSI Evening News, your only experience anchoring a primary evening news program was at stations in Redding, and San Luis Obispo, right?

Those are tiny markets, aren't they?

You've never worked in a top 10 market?

In fact, you've never worked in any market larger than San Diego, which you know is the number 28 or 29 market in the country, right?

But you know Allen Denton anchored the evening news at the NBC station in the San Francisco Bay Area, right?

EXHIBIT 12

RETALIATION

Now the evidence on retaliation

Slides 72-74

Plaintiff's counsel makes much out of Steve Cohen reaching out to Anna Laurel's agent, saying we have an immediate need for an afternoon/evening anchor. The suggestion is that KUSI looked to replace Ms. Maas as soon as she sent her April 30 email.

Mr. Cohen didn't remember it that way. He remembered anchor chairs moving because Lauren Phinney was moving from evenings to morning.

And the documentary evidence corroborates that. Look at Exhibit 686.

And Mr. Cohen explicitly stated he was looking for a replacement for Sandra Maas in February 2019, much later. Exh. 700.

But if Ms. Maas's email did prompt him to reach out to see if KUSI could hire Anna Laurel, so what? Sandra Maas had sent an email saying she needed to be paid as much as Allen Denton. Mr. Cohen knew she didn't deserve to be paid as much as Mr. Denton, and he knew KUSI wouldn't agree to pay her as much as Mr. Denton.

He also knows that Ms. Maas is talking other stations. And that she's not happy. So if he thinks Ms. Maas is leaving because she'll insist on getting a price that KUSI wouldn't pay, why WOULDNT he reach out for a new anchor? All indications were that she would soon be gone. So there was nothing nefarious, much less retaliatory, about looking for a

new anchor under those circumstances. That's not retaliation, that's planning.

And as it turned out, Ginger Jeffries replaced Sandra Maas on the evening shows. Not Anna Laurel. Sandra Maas and Anna Laurel co-anchored together.

EXHIBIT 13

Shelley Weiss

From: Steve Cohen
Sent: Wednesday, May 30, 2018 12:17 PM
To: Mike McKinnon
Subject: Re: Sandra Contract

As discussed , the demand for assignment seems over reach
As does demand for retro.
SC

Sent from my iPhone

On May 30, 2018, at 10:46 AM, Mike McKinnon <mmckinnon@kusi.com> wrote:

usususSent From iPhone

Begin forwarded message:

From: Sandra Maas <smaas@sbcglobal.net>
Date: May 30, 2018 at 8:40:51 AM PDT
To: Mike McKinnon <mmckinnon@kusi.com>
Subject: Sandra Contract
Reply-To: Sandra Maas <smaas@sbcglobal.net>

Hi Mike,

Thank you for your prompt response. I opened
your letter after I got home at midnight.

I am prepared to accept all of your terms with the
following adjustments:

Salary:

Court's Ex.	13
Case #	17-2019-00022156-CU-OE-CTL
Rec'd	
Dept.	65
Clk	

2018-2019 \$180,000 Retroactive to January 1,
2018 (expiration of my previous contract)

2019-2020 \$190

2020-2021 \$195

Off the 11pm news by December 2018 at the end
of PPR Season.

Thank you for not only taking a lot of your time to
discuss my current contract situation but also for
thoughtfully listening to me. I really got the
feeling that you understand my perspective and
agree with most of it. You are a very skilled
leader and a good communicator in a face to face
meeting. We should have more of them.

Sandra

EXHIBIT 14

KUSI 9 NEWS

05/29/2018

Sandra,

I appreciate the meeting we had today to discuss a future employment contract.

We are prepared to offer you the following effective immediately.

Position: **Monday-Friday Evening Anchor**
*Employer has the right of assignment throughout the contract.

Term: **3 YEARS**
*Employer shall have right to terminate agreement annually with a 30 day written notice. (Same as current).

Salary:

2018-2019	\$180,000
2019-2020	\$185,000
2020-2021	\$190,000

Vacation: **4 weeks (as current)**

Miscellaneous: Station will reimburse you up to \$350 per month as for hair and make-up expense.

I hope this meets with your approval.


Mike McKinnon

McKINNON BROADCASTING

4575 Viewridge Avenue San Diego, CA 92122 • P.O. Box 719051 San Diego, CA 92171 • Tel. 858.571.5151 • Fax. 858.571.4852

www.kusi.com

Court's Ex.	14
Case #	17-2019-0002236-CU-OE-CTL
Rec'd	
Dept.	65
Clk	

MBC 00006

EXHIBIT 15

Special Jury Instruction No. 9 – Intervening Positive Employment Actions

Requested by Plaintiff		Requested by Defendants	X	Requested by	
Given as Proposed		Given as Modified		Given on Court’s Motion	
Refused					
Withdrawn				_____	
				Judge	

An employer’s positive employment action following an employee’s alleged protected activity negates an inference of retaliation.

As such, in determining whether Plaintiff Sandra Maas was retaliated against by McKinnon Broadcasting Company for sending her April 30, 2018 email, you may consider whether or not McKinnon Broadcasting Company engaged in any subsequent positive employment actions involving Ms. Maas.

Authorities:

- *Stanley v. Univ. of S. Cal.*, 13 F.3d 1313, 1324 (9th Cir. 1994) (finding offer of employment contract and increase in salary in response to plaintiff’s demand for equal pay negated any inference of retaliation)
- *Ghirmai v. Nw. Airlines, Inc.*, 131 F.App’x 609, 611 (9th Cir. 2005) (intervening positive employment actions raise an inference against retaliation)
- *Manatt v. Bank of Am.*, 339 F.3d 792, 802 (9th Cir. 2003) (pay raise given between time of protected activity and the allegedly retaliatory employment decision negated any inference of retaliatory motive)

EXHIBIT 16

Special Jury Instruction No. 10 – Timing of Retaliatory Action

Requested by Plaintiff		Requested by Defendants	X	Requested by	
Given as Proposed		Given as Modified		Given on Court's Motion	
Refused					
Withdrawn				_____	
				Judge	

The passage of time between an employee's alleged protected activity and an employer's alleged retaliatory action negates an inference of retaliation.

As such, in determining whether Plaintiff Sandra Maas was retaliated against by McKinnon Broadcasting Company for sending her April 30, 2018 email, you may consider the proximity in time between Ms. Maas's email and the dates of any adverse employment actions.

Authorities:

- *Clark County School Dist. v. Breeden*, 532 U.S. 268, 273-274 (2001)
- *Villiarimo v. Aloha Island Air, Inc.*, 281 F.3d 1054, 1065 (9th Cir. 2002)
- *Jordan v. Clark*, 847 F2d 1368, 1376 (9th Cir. 1988)

EXHIBIT 17

Special Jury Instruction No. 14 – Protected Disclosure Under Labor Code Section 1102.5

Requested by Plaintiff		Requested by Defendants	X	Requested by	
Given as Proposed		Given as Modified		Given on Court’s Motion	
Refused					
Withdrawn				_____	
				Judge	

An employee's reporting of information already known to the employer does not constitute a protected disclosure for purposes of establishing a retaliation claim under Labor Code section 1102.5. Rather, a disclosure means to reveal something that was hidden and not known. Thus, an employee's report to the employee's supervisor about the supervisor's own alleged unlawful activity is not a “disclosure” and is not a protected whistleblowing activity under Labor Code section 1102.5.

Authorities:

- *Mize-Kurman v. Marin Community College District*, 202 Cal.App.4th 832, 858-859 (2012)

EXHIBIT 18

Special Jury Instruction No. 17 – Salary Negotiation

Requested by Plaintiff		Requested by Defendants	X	Requested by	
Given as Proposed		Given as Modified		Given on Court's Motion	
Refused					
Withdrawn				_____	
				Judge	

Salary negotiation, where equally available to both sexes, may be a legitimate, non-discriminatory explanation for a pay differential.

Authorities:

- *Thibodeaux-Woody v. Houston Community College*, 593 Fed. Appx. 280 (5th Cir. 2014)
- *EEOC v. Hunter-Tannersville Central School District*, No. 121CV0352LEKATB, 2021 WL 5711995 (N.D.N.Y. Dec. 2, 2021)

EXHIBIT 19



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June 7, 2019



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KUSI





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Flora Farms



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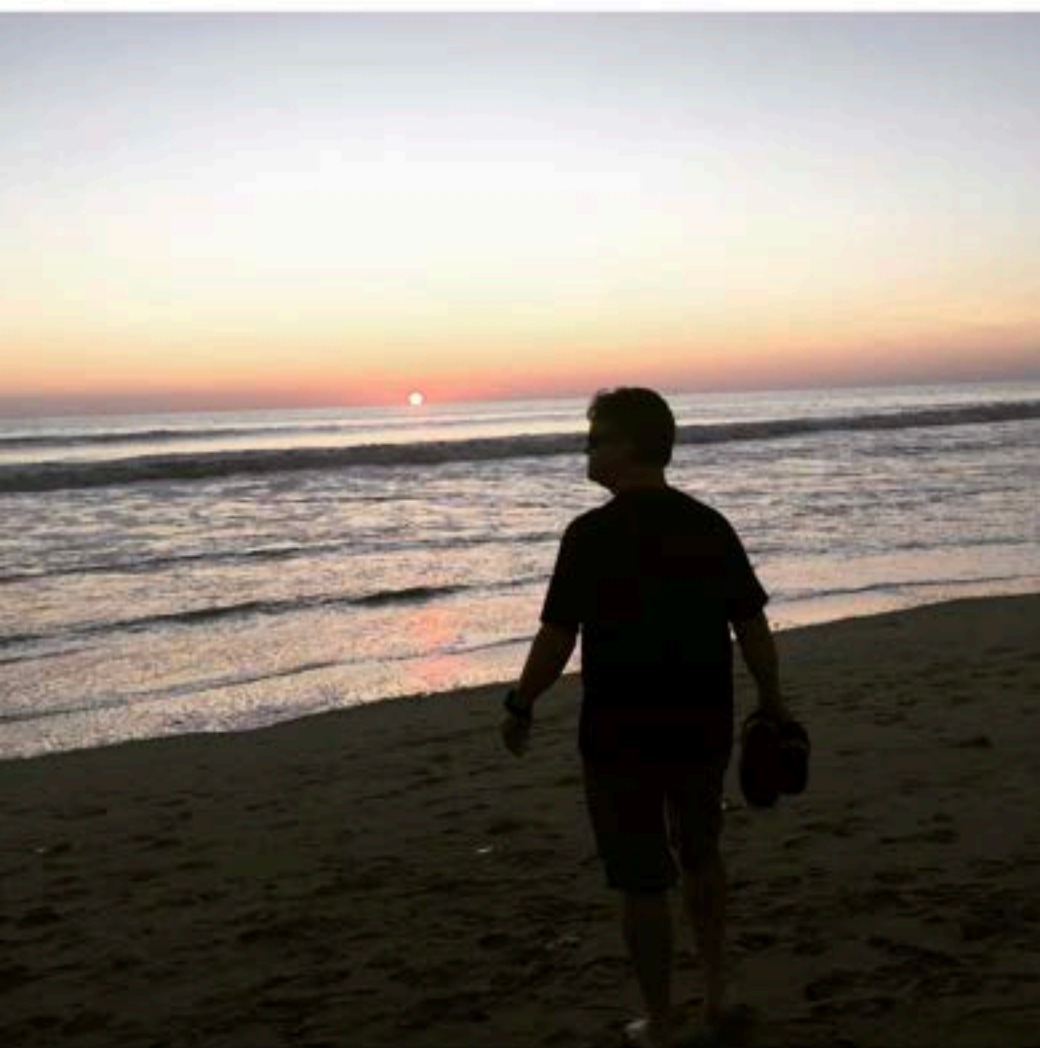


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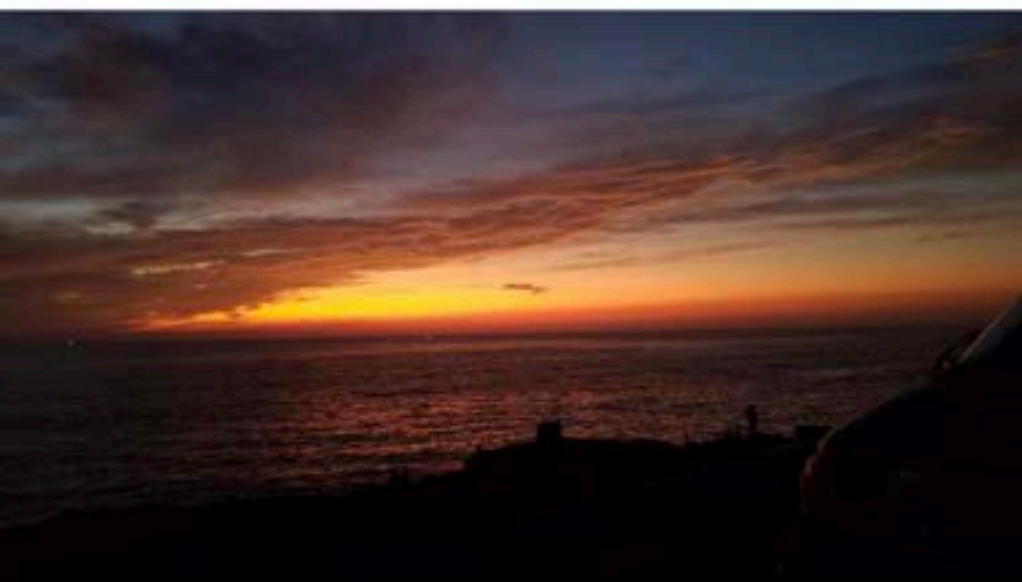


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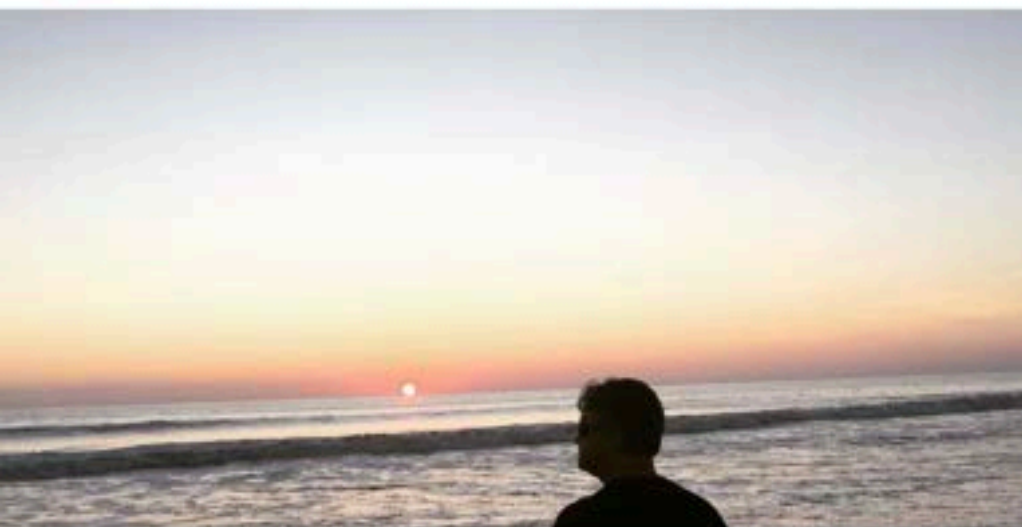
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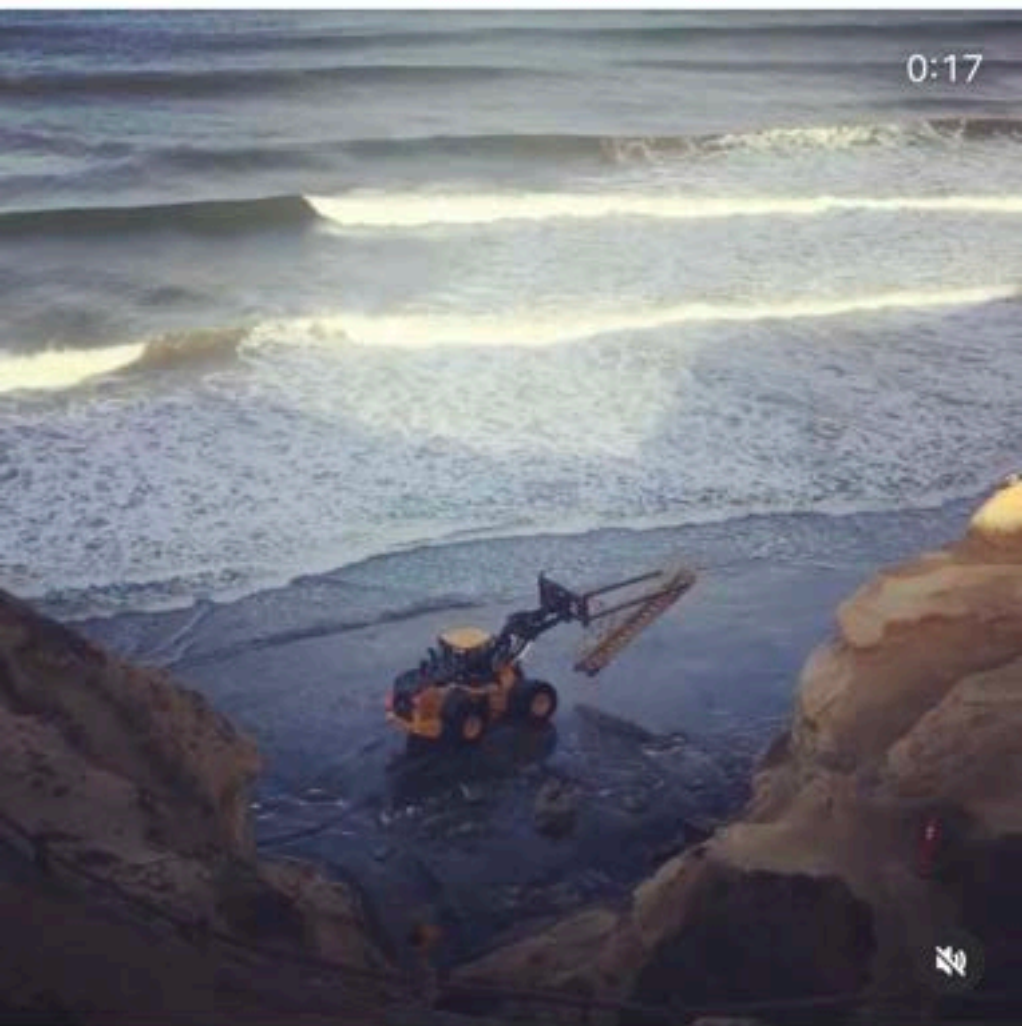


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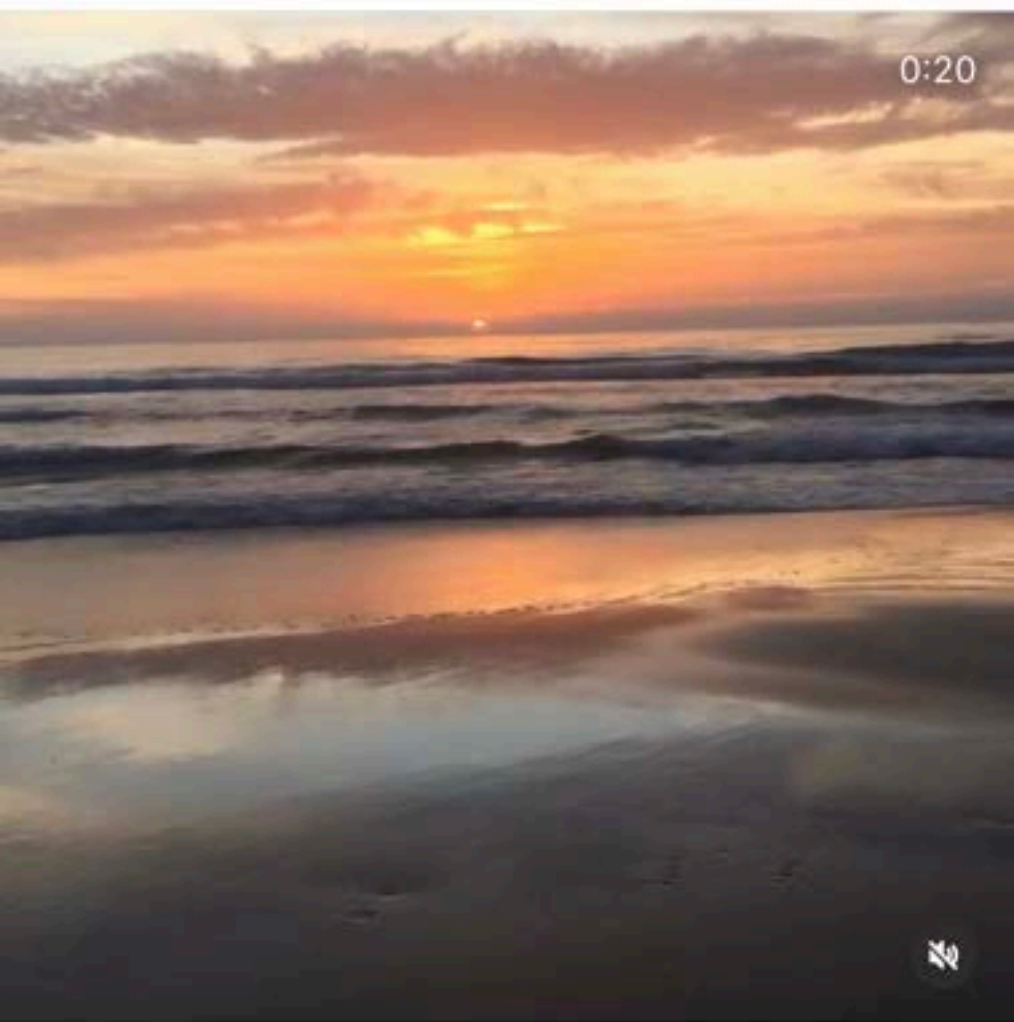


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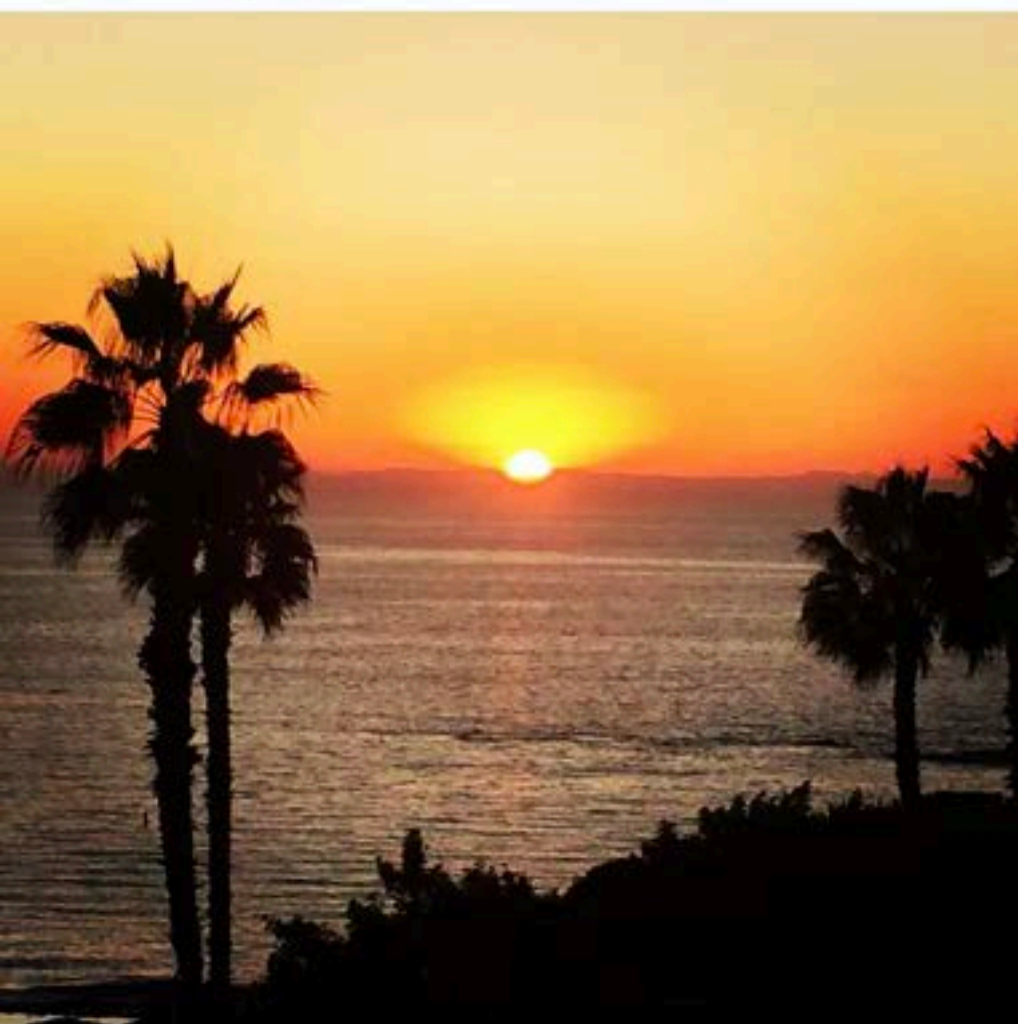


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November 28, 2019



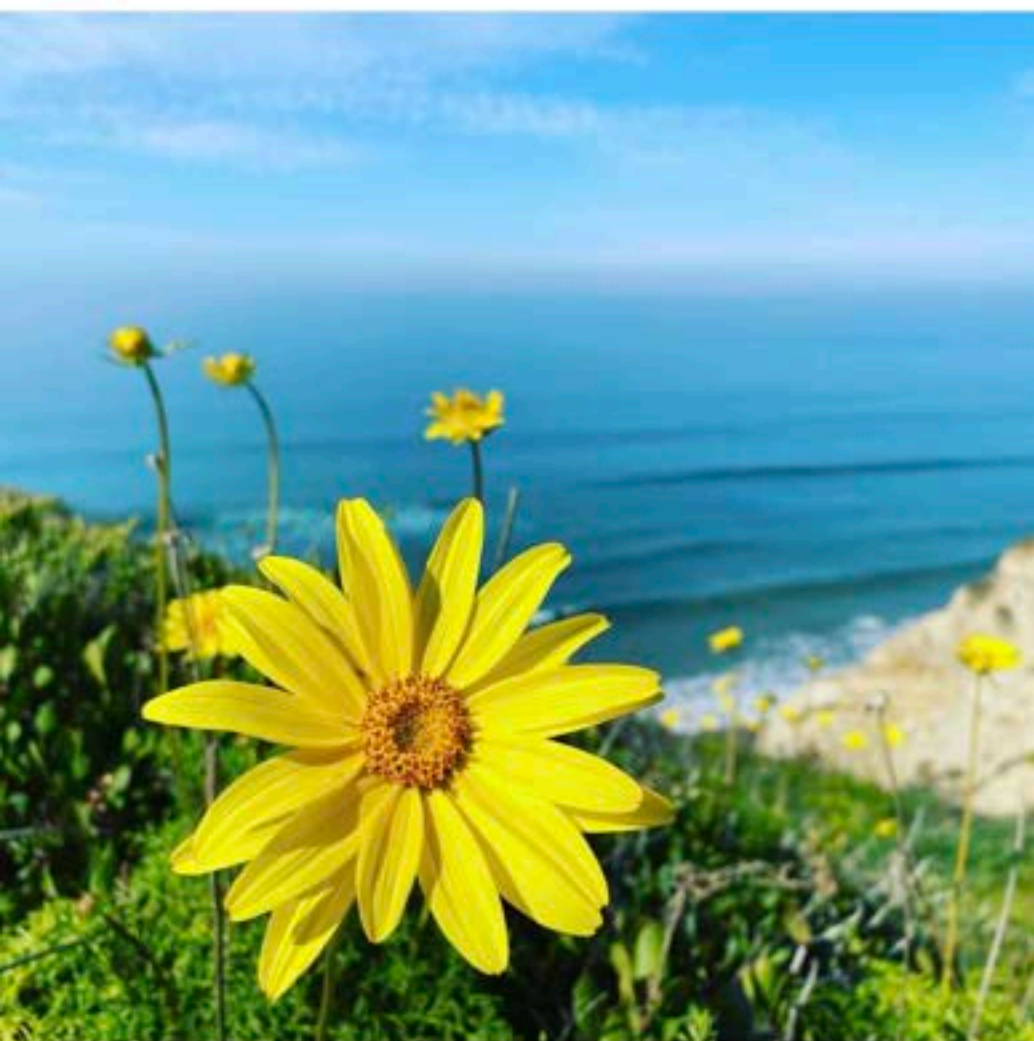
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Happy Friday Friends!

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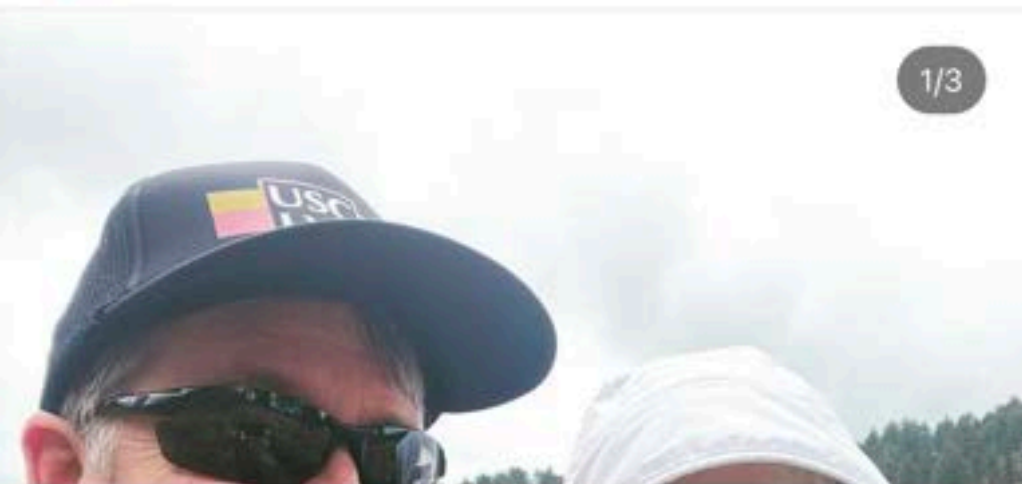
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Big Laguna Lake



1/3





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Torrey Pines



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@socialdistancenetwork All proceeds go to
@mealsonwheelsamerica

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Sandra Maas talks with top female leaders



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Posted on September 8, 2020



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Women's Museum of California





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Veteran Anchor Sandra Maas





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“NoSilence NoViolence”
founder is using her
voice to help empower
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survivors. She is one of
them.

#TRAILBLAZINGWOMEN



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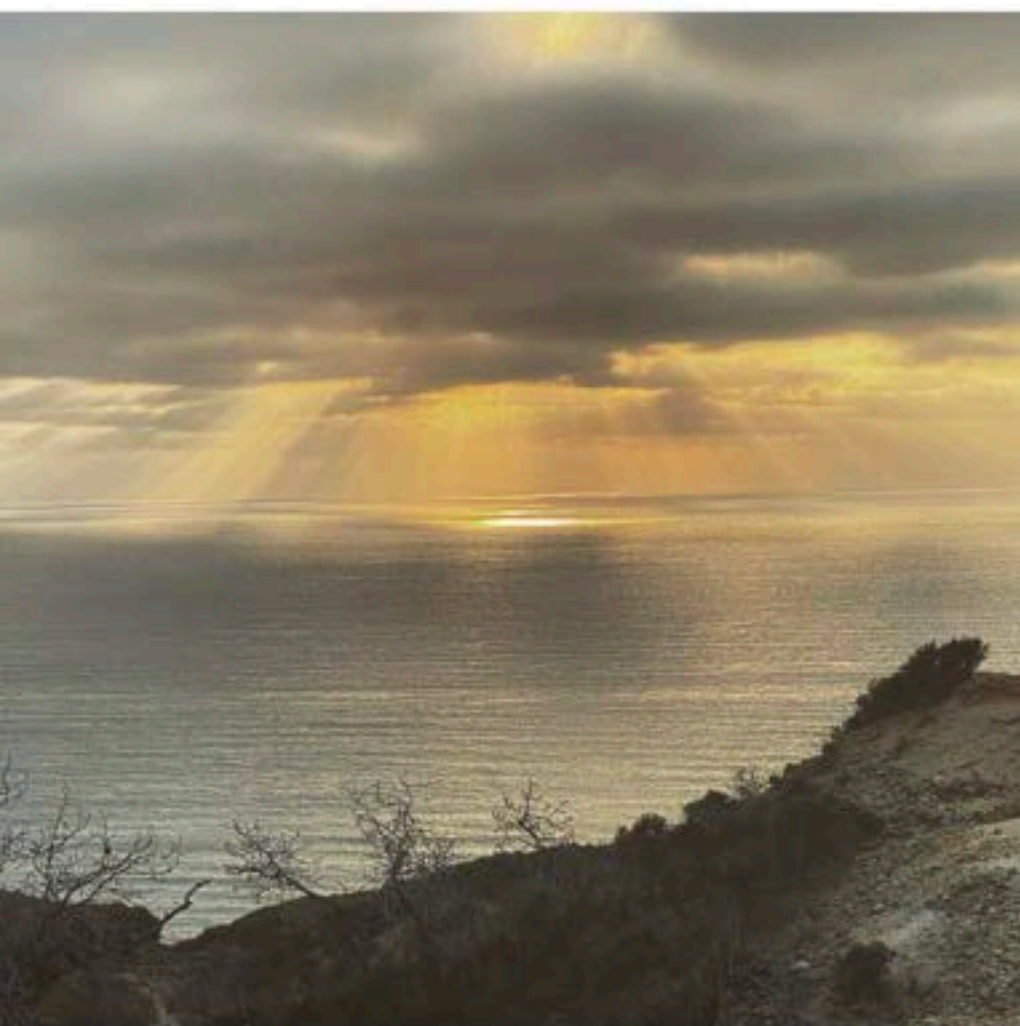
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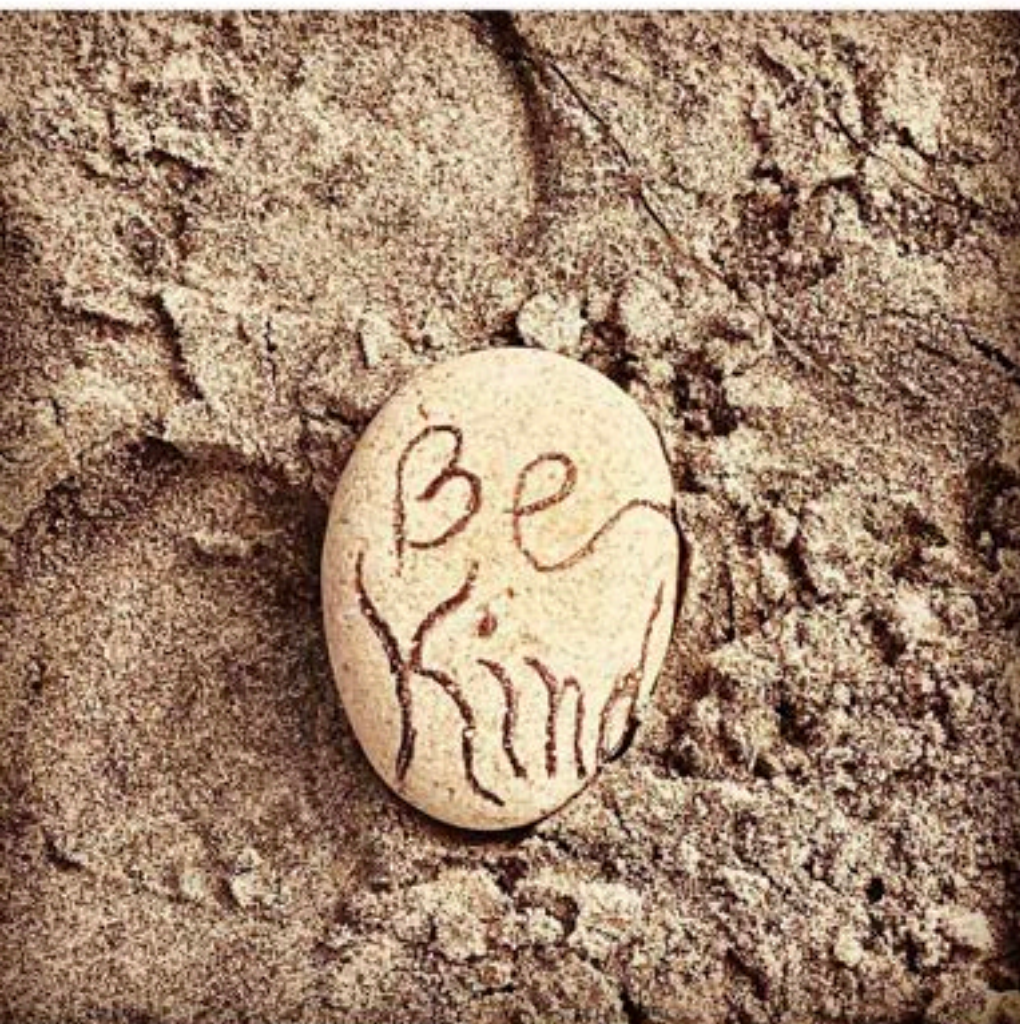


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October 22, 2020



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Happy Thanksgiving everyone. Hang in there. 🍁❤️
🍁 #family #corefour #thanksgiving

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La Valencia Hotel



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#corefour #christmas #family

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December 24, 2020

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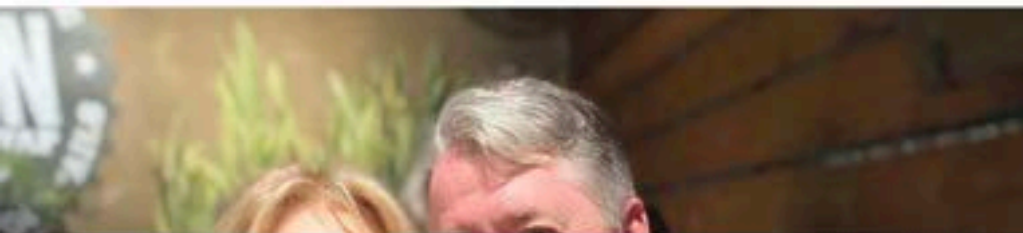
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February 12, 2021



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Union Kitchen & Tap Encinitas





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WOMEN IN
LEADERSHIP



INTERNATIONAL WOMEN'S DAY 2021

March 8, 2021 at 2:00 PM

Featuring San Diego County Supervisor Nora Vargas



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Join the @womensmuseum and @womensmarch_sd
today at 2 for my talk with @supnoravargas the... more

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Senator Dianne Feinstein & CBA
Help California Lead The Nation!

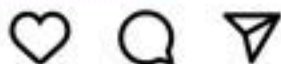


Trailblazing Women

Episode 11: Lise Markham



women's museum OF CALIFORNIA
PRESERVING THE PAST INSPIRING THE FUTURE



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jesskartalija This was great! Especially when @lisemarkham discussed the NDA issue. Great job ladies!



March 23, 2021





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Trailblazing Women

Episode 12: Steph Johnson



women's museum OF CALIFORNIA
PRESERVING THE PAST INSPIRING THE FUTURE



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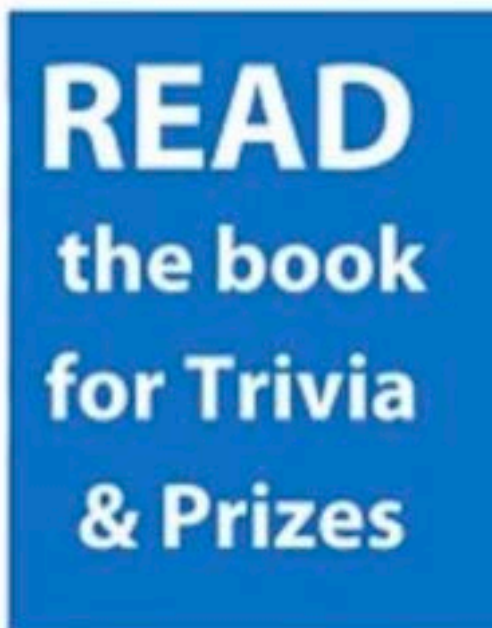
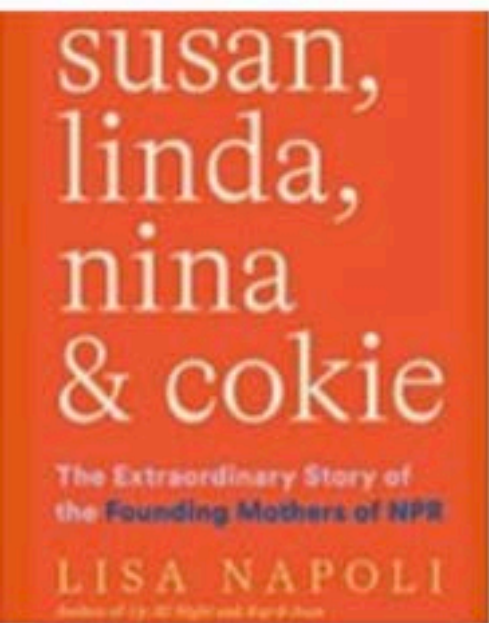


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Leo Carrillo Ranch





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Trailblazing Women

Episode 1: Dr. Erica Ollmann Saphire

women's museum OF CALIFORNIA
PRESERVING THE PAST INSPIRING THE FUTURE



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susan,
linda,
nina
& cokie





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#HappilyEverAfter

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kerrilanetv Happy anniversary! ❤️



May 31, 2021



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Trailblazing Women

Episode 13: Ashley Nell Tipton



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Botswana



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The animals and accommodations were amazing... but Trailblazing Woman LG Malataloso was the highlight. And she rips through the African floodplains in a Land Cruiser like no one's business!





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Fairmont Grand Del Mar



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#family

#amyconnorphotography

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August 24, 2021



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sandramaas Some daze are better than others!

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September 15, 2021

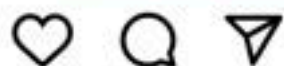


sandramaas
Lux Art Institute





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152 likes

sandramaas Happy Birthday to my [#minime](#) All grown up and a ginger no longer. But trust me... this girl is still on 🔥!

[#tb](#)

View all 20 comments
September 23, 2021



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San Diego, California





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77 likes

sandramaas #TBT to when my kids were little! Fall is finally here and so is #flu season. As a TV medical reporter, I know how the flu can knock kids for a... more

October 21, 2021



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Trailblazing Women

Episode 16: Jamie Beck



women's museum OF CALIFORNIA
PRESERVING THE PAST INSPIRING THE FUTURE



32 likes

sandramaas Super Lawyer Jamie Beck founded [@freetothrivesd](#) to help survivors of human trafficking take back their lives. Her efforts led to... more

October 22, 2021



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Fortune Cookie

Your life will get more
and more exciting.



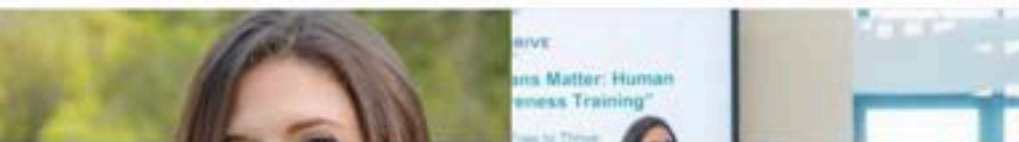
36 likes

sandramaas [#bringit](#)

October 24, 2021

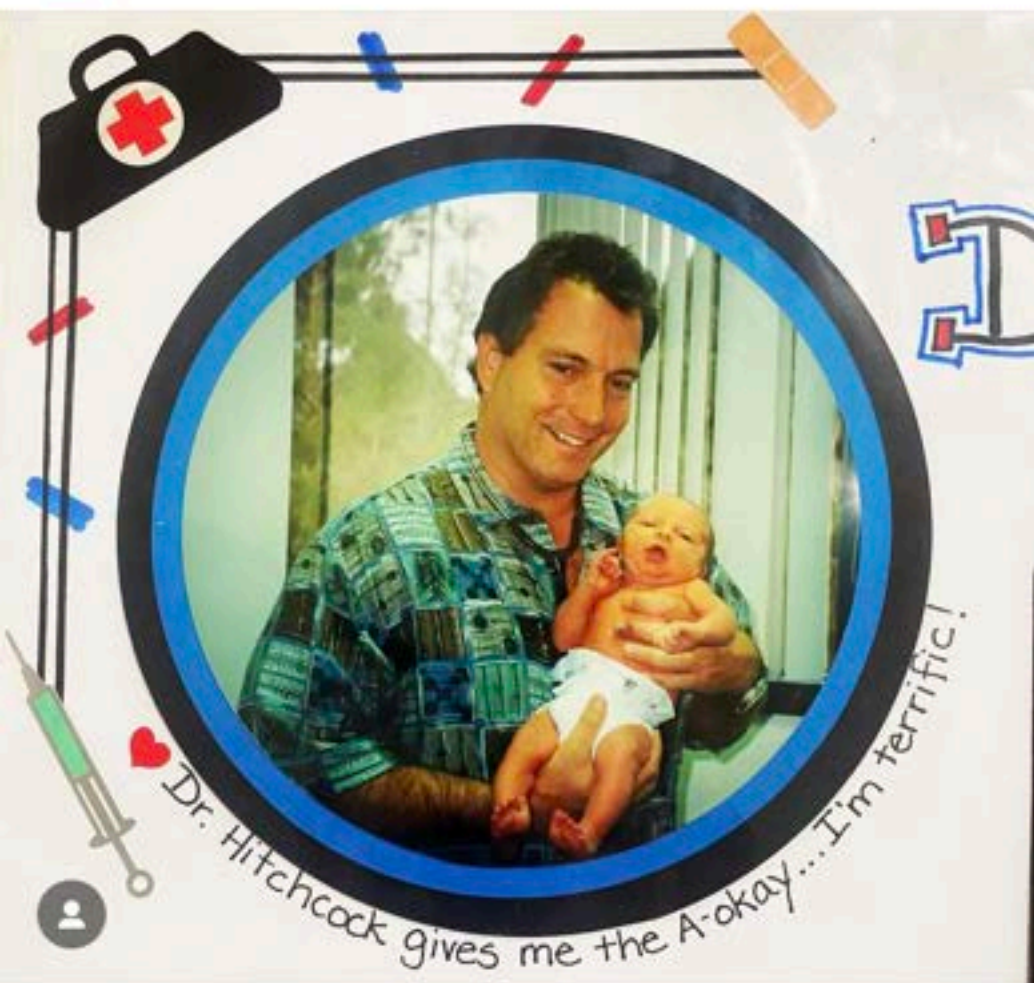


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75 likes

sandramaas October may be about all things scary 🕷️🍊, but one of the scariest nights of my life happened on Christmas Eve when my son... more

October 28, 2021



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59 likes

sandramaas I'll never forget the thrill of running with my kindergartner and a sweet cancer survivor in the @RadyAuxiliary fundraiser 23 years ago. The joy... more

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November 18, 2021



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sandramaas Hi friends...Meet Karina. Since August 2020 this brave little warrior has been battling leukemia. She's spent months at... more

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November 30, 2021



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Dripping Springs Hiking Trail





sandramaas



0:27

AILBLAZING
WOMEN



259 views

sandramaas I'm all about Equal Pay for Equal Work for Women and so is the San Diego Police Department ... SDPD values women and pays them just like the... more

View all 4 comments

December 16, 2021



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59 likes

sandramaas Here's my healthy & happy daughter Brianna "making merry" many years ago! It's not like this for all kids though, especially those battling... more

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December 27, 2021



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Denk Mountain





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Adero Canyon Trailhead



88 likes

sandramaas Gorgeous 7-mile hike near Scottsdale. Jumping Chollas and all!

[#desertlife](#) [#madeittothetop](#)

[#jumpingcholla](#)

[#dingleballs](#)

[View all 10 comments](#)

January 17, 2022



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TRAILBLAZING
WOMENSANDRA MAAS WITH
GRETCHEN CARLSON AND JULIE ROGINSKYWOMEN'S MUSEUM
OF CALIFORNIA

75 likes

sandramaas Congrats to Journalist [@gretchencarlson](#) ... her strong support of a bill that helps protect survivors of sexual misconduct at work from forced arbitration was approved by Congress today! A huge milestone for the [#metoo](#) movement.

Carlson says her decision to call out Fox News and one of the most powerful men in broadcasting for sexual harassment was one of the scariest moments of her life resulting in a 20-million dollar settlement.

But a non-disclosure agreement prevents her from ever talking about what happened. Former Fox News analyst and womens rights advocate [@julieroginsky](#) experienced the same fate after her sexual harassment lawsuit against the network.

Through their nonprofit "Lift Our Voices", the two are now working to ensure other women who experience abuse in the workplace are never silenced. They shared





sandramaas



The NFL has a sexual harassment problem. To fix it, we need to talk about it openly.



Former Fox News anchor Gretchen Carlson, center, celebrates with Sen. Kirsten Gillibrand, D-N.Y., left, and Senate Majority Leader Chuck Schumer, D-N.Y., after Congress gave final approval to legislation guaranteeing that people who experience sexual



46 likes

sandramaas If you are a woman... or love one...Check out my commentary in the [@sdutopinion](#) before you watch the Super Bowl... more





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sandramaas First orchid blooms from the garden. 🌿



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Marc Black · Ooh I Love My Coffee



BEACH WALKS MADE
BETTER WITH
@PLUSSIXONECO



COFFEE!





sandramaas



98 likes

sandramaas #tbt My ❤️

View all 5 comments

March 3, 2022



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Marc Black · Ooh I Love My Coffee



BEACH WALKS MADE
BETTER WITH
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HAPPY INTERNATIONAL
WOMEN'S DAY
MARCH 8

0:12



 women's museum OF CALIFORNIA
PRESERVING THE PAST *INSPIRING THE FUTURE*



121 views

sandramaas Happy International Women's Day! 🍷

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March 8, 2022



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EQUAL PAY DAY

End the Wage Gap

Equal work deserves equal pay!



41 likes

sandramaas Today is #EqualPayDay... the day women's earnings finally catch up to what men made LAST YEAR. For every 💵 a man makes... more

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March 15, 2022



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93 likes

sandramaas Should I text him first?

[View all 13 comments](#)

March 29, 2022



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Four Seasons Resort Avicara





sandramaas



Trailblazing Women

Episode 18: Olga Kovalchuk



women's museum OF CALIFORNIA

RESERVING THE PAST & INSPIRING THE FUTURE

womensmuseum



35 likes

sandramaas Olga Kovalchuk is among the first wave of Ukrainian refugees welcomed into the US. A single mother of 4, Olga is a strong, accomplished... more

March 31, 2022



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121 likes

sandramaas Thursday with my peeps
[#garlictrufflefries](#)

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April 21, 2022





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women's museum OF CALIFORNIA
PRESERVING THE PAST & INSPIRING THE FUTURE

0:18

NEW EPISODE OF
TRAILBLAZING WOMEN



CAT ZINGANO,
ELITE PROF. MIXED MARTIAL ARTIST



193 views

sandramaas Repost from @womensmuseum

The latest episode of #TrailblazingWomen is... more

May 7, 2022



sandramaas





sandramaas



**Historic moment:
The US Soccer Federation will
now give men's and women's
teams equal pay. Yes this
includes matching the
World Cup prize money**



the_female_lead



79 likes

sandramaas #Repost @the_female_lead with
@make_repost... more

View all 9 comments





sandramaas



EMMY NOMINATION:
BEST INTERVIEW
DISCUSSION PROGRAM



TRAILBLAZING WOMEN



women's museum OF CALIFORNIA
womensmuseum THE PAST & INSPIRING THE FUTURE



26 likes

sandramaas #Repost @womensmuseum Yes!!! 🍊🍊
🍊... more

View all 8 comments
May 23, 2022



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sandramaas



Trailblazing Women

Episode 21: Wendy Wheatcroft



women's museum OF CALIFORNIA
PRESERVING THE PAST & INSPIRING THE FUTURE



28 likes

sandramaas It's "National Gun Violence Awareness Month" and longtime gun safety activist Wendy Wheatcroft is our June Trailblazer. Wendy is a... more

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June 6, 2022



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Women's Museum of California





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sandramaas · Original audio



women's museum OF CALIFORNIA
PRESERVING THE PAST & INSPIRING THE FUTURE

0:54

NEW EPISODE OF
TRAILBLAZING WOMEN



VICKI ESTRADA,
CALIFORNIA ARTS COUNCIL MEMBER
AND LGBTQ ACTIVIST



17 likes

sandramaas #happypride 🌈🌈🌈 Repost from
@womensmuseum... more

View 1 comment

July 17, 2022



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Women's Museum of California





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Pink Sweat\$ · I Feel Good





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sandramaas
Laguna Beach, California



47 likes

sandramaas Ocean adventure with our super fun Boston fam and an awesome captain! #family #cousins #cruisin 🌊🌊🌊

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July 29, 2022



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Pink Sweat\$ · I Feel Good





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WOMEN'S EQUALITY DAY



28 likes

sandramaas Happy Women's Equality Day! A day to commemorate the 1920 adoption of the 19th Amendment to the US Constitution, which prohibits the states and the federal government from denying citizens the right to vote on the basis of sex. Are you registered to vote? Your voice matters. Especially now.

[#womensequalityday](#)

[#equalpayforwomen](#)

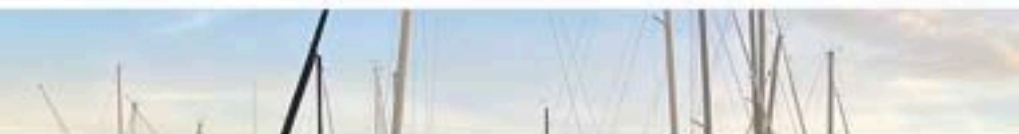
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August 26, 2022



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San Diego Yacht Club





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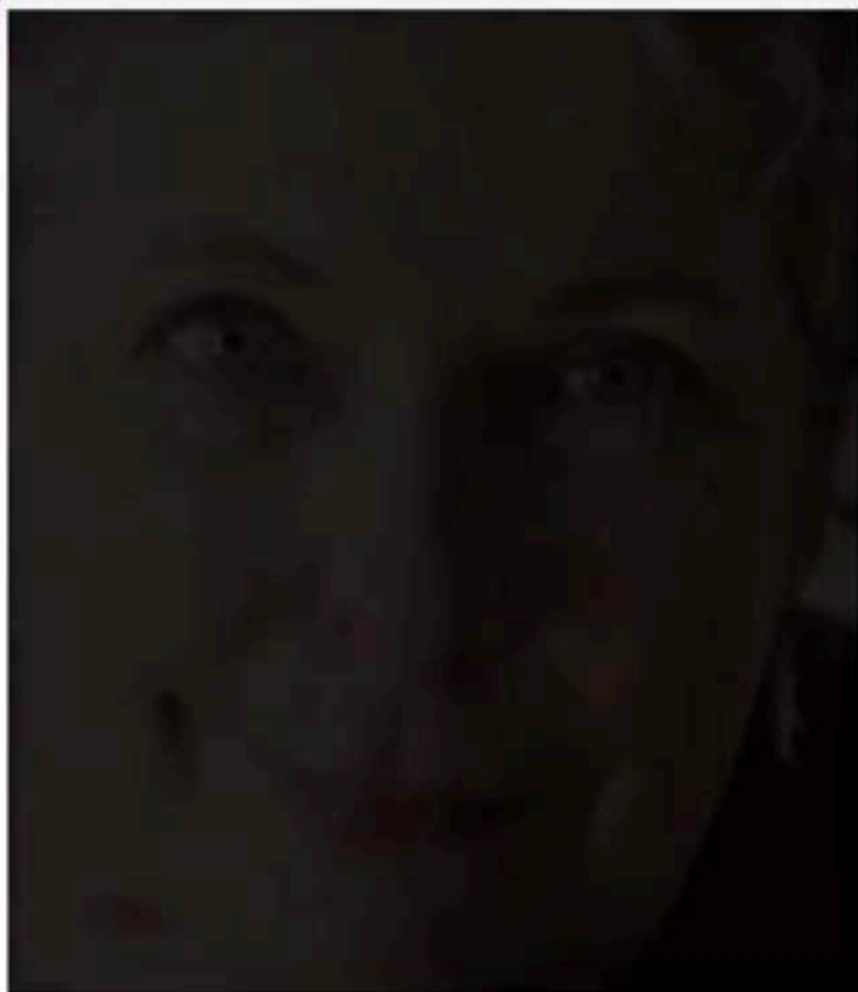


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sandramaas · Original audio

women's museum OF CALIFORNIA
PRESERVING THE PAST & INSPIRING THE FUTURE

**NEW EPISODE OF
TRAILBLAZING
WOMEN**



IMMY HUMES,
OSCAR-NOMINATED DOCUMENTARY
FILMMAKER





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26 likes

sandramaas Join us in celebrating [#WomenFilmmakers](#) with the San Diego International Film Festival!

... more

October 11, 2022



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sandramaas · Original audio



women's museum OF CALIFORNIA
PRESERVING THE PAST. INSPIRING THE FUTURE



NEW EPISODE OF





sandramaas



WOMEN'S FILM SERIES



BE OUR GUEST
On-Demand Only



BABY PYRAMID
Fri. 10/21, 12:30 pm



THE MOON & BACK
Fri. 10/21, 1:30 pm



EXIT
Fri. 10/21, 3:00 pm



IN HER NAME
Fri. 10/21, 3:00 pm



WITH THIS BREATH I FLY
Fri. 10/22, 11:00 am



THE REBELLIOUS LIFE OF MRS. ROSA PARKS
Fri. 10/22, 1:30 pm



PIE IN THE SKY
Fri. 10/22, 7:00 pm



BLEECKER
Fri. 10/23, 1:30 pm



ROSIE & FRANK
Fri. 10/23, 2:00 pm

UNSTOPPABLE WOMEN PANEL

12:30-1:30 | AMC UTC 14 @ Westfield UTC (formerly Arclight)



32 likes

sandramaas We have your weekend plans right here! Join us for the Women's Film Series, a partnership between the [@WomensMuseum](#) and... more

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October 21, 2022



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LaJolla Wind N Sea





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Black's Beach



52 likes

sandramaas #EveningZen

October 27, 2022





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Torrey Pines State Natural Reserve & State Beach



49 likes

sandramaas A message from the universe found on my morning hike.

[#lifeisagift](#)

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October 30, 2022



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Black's Beach





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137 likes

sandramaas The election doesn't start on November 8th... it ends on November 8th.

[#voteearly](#) [#yourvotematters](#) [#justdoit](#) [#womenvote](#)

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November 1, 2022





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The Rooftop by JG



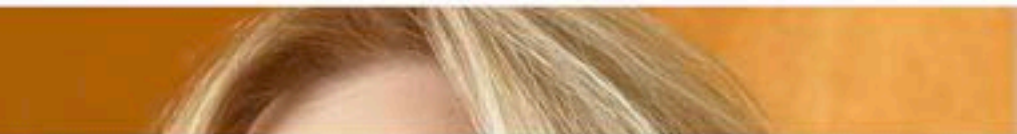
91 likes

sandramaas Happy 25th Birthday to our Jacob!

November 6, 2022



sandramaas





sandramaas
Hotel del Coronado



Saturday Nov 12th

12:00 pm

→ **Hotel del Coronado** ←



Moderated by
Sandra Maas

GEENA DAVIS IN PERSON

discussing her new memoir

DYING OF POLITENESS



62 likes

sandramaas Join me this Saturday at the [@delcoronado](#) for my chat with the "Queen of Baddassery," Actor & Activist Geena Davis. Her... more





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University of San Diego: Joan B. Kroc School of...



32 likes

sandramaas Repost from @krocschool

On Tuesday Dec. 6, the Kroc Institute for Peace... more
December 3, 2022



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Hotel del Coronado



Saturday Nov 12th

12:00 pm

→ Hotel del Coronado ←

GEENA DAVIS



EXHIBIT 179

Maas v. KUSI

Co-Anchor Comparable Salaries

XITCO
3/31/22
174
JOAN GRIER CSR 8958

DRAFT

Year	[REDACTED]	[REDACTED]	Denton Allen	[REDACTED]	Maas
2003		[REDACTED]		[REDACTED]	
2004		[REDACTED]		[REDACTED]	\$ 100,000
2005		[REDACTED]		[REDACTED]	110,000
2006		[REDACTED]		[REDACTED]	120,000
2007		[REDACTED]		[REDACTED]	120,000
2008		[REDACTED]		[REDACTED]	120,000
2009		[REDACTED]	\$ 190,000	[REDACTED]	120,000
2010		[REDACTED]	200,000	[REDACTED]	120,000
2011		[REDACTED]	205,000	[REDACTED]	135,000
2012		[REDACTED]	215,000	[REDACTED]	140,000
2013		[REDACTED]	220,000	[REDACTED]	140,000
2014		[REDACTED]	225,000	[REDACTED]	140,000
2015	[REDACTED]	[REDACTED]	230,000	[REDACTED]	140,000
2016	[REDACTED]	[REDACTED]	235,000	[REDACTED]	160,000
2017	[REDACTED]	[REDACTED]	240,000	[REDACTED]	160,000
2018	[REDACTED]	[REDACTED]	245,000	[REDACTED]	180,000
2019	[REDACTED]	[REDACTED]	250,000	[REDACTED]	180,000
2020	[REDACTED]	[REDACTED]	255,000	[REDACTED]	
2021		[REDACTED]	260,000	[REDACTED]	
2022		[REDACTED]	265,000	[REDACTED]	

Cour's Ex. 179
Case # 37-2019-00032336-CU-OE-CTL
Rec'd
Dept. 65 Clk.

BO

EXHIBIT 219



Fwd: anna laurel a go

1 message

From: Steve Cohen <SCohen@kusi.com>
Date: May 1, 2018 at 7:47:09 PM EDT
To: "Peter Goldberg (GoldbergP@unitedtalent.com)" <GoldbergP@unitedtalent.com>
Subject: anna laurel a go

Peter,

I believe I can come to the table with a deal within your asking range. But, I was not certain she wanted to join us.

Can you confirm her continued interest and send me any link that exhibits her work, again to refresh our collective memory.

I have an immediate need for late afternoon and evening anchor.

Steve Cohen
KUSI TV
San Diego

NOTE: This message contains information which may be confidential and/or privileged. It is intended solely for the addressee. If you are not the intended recipient, you may not use, copy, distribute, or disclose any information contained in the message. If you have received this transmission in error, please notify the sender by reply e-mail and delete this message. Please note, all rights of concurrent review and comment are hereby reserved. Thank you.

United Talent Agency
9336 Civic Center Dr. Beverly Hills, CA 90210
888 7th Ave 9th Floor New York, NY 10106 (DCA-2011819)
361 – 373 City Road London EC1V 1PQ
Bienstock, LLC, a Delaware limited liability company, dba Bienstock, A United Talent Agency Company
888 7th Ave Ste. 913 New York, NY 10106 (DCA#2019439-DCA)

Court's Ex	219
Case #	17-2019-0002236-CU-05-CTL
Rec'd	
Dept.	65
Clk	

EXHIBIT 656

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KUSI

Court's Ex.	656
Case #	17-2019-0002336-CU-OS-CTL
Rec'd.	
Dept.	65
Clk.	



al aurelca



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sandramaas Memorial Day 2019... at the anchor desk in one of America's largest military towns. #rememberingourfallenheroes

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May 27, 2019



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Del Mar Plaza

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sandramaas Thank you @tina_mickelsonpga for sharing your @sharphealthcare experience at the #sharpmarybirch Women's Luncheon and raising awareness to help all babies and new mothers thrive!

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June 12, 2019



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Petco Park



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June 22, 2019



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July 7, 2019



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June 29, 2019



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Del Mar Racing



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sandramaas Opening Day Del Mar #Squad 🐎

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jesskartalija Have fun ladies!!



July 17, 2019



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Flora Farms





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sandramaas My Friday night date. #gopadres

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July 26, 2019



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Del Mar Racing





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sandramaas #Girlfriends... what would I do without them?

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August 1, 2019



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WOMEN'S EQUALITY DAY

August 26th



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sandramaas "The most common way people give up their power is by thinking they don't have any." Alice Walker

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August 26, 2019



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Sunset Cliffs





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sandramaas Such a fun night with these amazing women! @sandraalavi #TheSandras ❤️

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September 6, 2019



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WOMEN'S





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Big Bear Lake, California



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sandramaas Sunday hiking adventure. #mykindofguy

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September 8, 2019



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91 likes

sandramaas Who's ready for a fashion show? Amazing singer Chelsea Snow and I are getting ready to rock the runway for the Art of Fashion ... perfect day!

@southcoastplaza @thecountryfriends #ArtofFashion #rehearsal

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September 12, 2019



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KAABOO San Diego

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sandramaas Getting our #Kaaboo on!

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September 14, 2019



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Old Globe Theatre



435 views

sandramaas To be or not to be! Thank you @amyconnorphotography for capturing this moment tonight at my @theoldglobe debut! And thank you @sandiegoshakespeare for including me in your celebration of Shakespeare's Women. It was a thrilling experience! #shakespeare #strongwomen #womenpower #equalpaytoday

View all 4 comments

October 7, 2019





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USC Frat Row



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sandramaas Another go-round. #USCparentsweekend #GoTrojans #fighton

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Torrey Pines State Natural Reserve & State Beach



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sandramaas Merry Christmas!!! 🌲 🌲 🌲

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December 25, 2019



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Torrey Pines State Natural Reserve & State Beach





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jesskartalija 🙌🙌🙌🙌🙌



January 28, 2020



sandramaas

Waldorf Astoria Park City



447 views

sandramaas Good morning
Utah...#sundancefilmfestival2020

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January 24, 2020





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Sundance Film Festival - Park City, UT



61 likes

sandramaas Overheard at #sundance2020 : "You either have a good time or good story." This year it's YES to both. #thepowerofstory

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jesskartalija 🍷🍷🍷🍷



January 28, 2020



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Bankers Hill, San Diego



100 likes

sandramaas In search of Brad Pitt. #OscarParty
#sandiegofilmfestival @margoemami_auraemd
@tamarafit

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February 9, 2020



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Sundance Film Festival - Park City, UT



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La Valencia Hotel, La Jolla



141 likes

sandramaas #tbt Girls & Pearls ... with my fashionista fav ready for another @miraclebabies extravaganza to help support families with preemies and critically ill babies.

#breakfastattiffanys

#MiracleBabies

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jesskartalija Love this!!



SANDRAMAAS
Posts

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67 likes

sandramaas In the spirit of International Women's Day ... a shout out to this tribe of strong, remarkable, women who make our community a better place. So lucky to call you my friends. And so much work still ahead to achieve gender equality.

#eachforequal
#iamgenerationequality #eachforequal2020
#internationalwomensday

View all 2 comments

March 8, 2020



sandramaas



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Posts

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107 likes

sandramaas Thank you @healthyonyou for another fun zoom cooking class! The shrimp creole recipe is scrumptious. More concerned about my ability to finish my afternoon hike after this killer Tea Quarantini. It is delish.....see you next Sunday. #HealthyOnYou #NewReality #ThankYouCOVID19heroes

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sandramaas
Carlsbad State Beach



99 likes

sandramaas Encinitas to Oceanside ride with this guy. The coast is alive again.

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April 25, 2020



sandramaas
Torrey Pines State Natural Reserve & State Beach





SANDRAMAAS

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86 likes

sandramaas On this [#GivingTuesdayNow](#) I'm supporting [@womensmuseum](#) I recently joined the board of this exciting San Diego nonprofit, dedicated to preserving the stories of history-making women, while promoting today's trailblazers. Gender equality won't be achieved until more women have decision-making power. The world is watching, the time is NOW. Be informed, be inspired, speak up, speak out, make a difference, make a change. Become a member of this growing organization. Support your sisters. Let's make history today.





sandramaas

**TRAILBLAZING**
WOMEN

124 likes

sandramaas Happy to be doing what I love most...sharing inspiring stories. This time for @womensmuseum with our "Trailblazing Women" video series. Check out the first episode with a top scientist and virus fighter at the top of her game in the link in my bio. Look for my podcast coming soon.

<https://www.womensmuseumca.org/trailblazing-women-with-sandra-maas>



SANDRAMAAS
Posts

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136 likes

sandramaas Celebrating the dad and the grad today.
Happy Father's Day! 🏆

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June 21, 2020





SANDRAMAAS
Posts

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sandramaas
Del Mar, California



146 likes

sandramaas Happy 4th!!!! 🍷 and ❤️ everyone!

View all 8 comments

July 4, 2020



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155 likes

sandramaas Challenge Accepted! I've never been so grateful for women warriors in my life. Thank you @Suzans_on_cedros @leeannkim @terriannskelly ... @andreanaversen this is for you!

#womensupportingwomen

#challengeaccepted #womenempoweringwomen

#equalpaytoday

View all 5 comments

July 27, 2020





SANDRAMAAS
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Women's Museum of California



136 likes

sandramaas Beautiful day at @libertystation
 @womensmuseum gift shop is now open!
 #womenandmenssupportingeachother
 #womensmuseumofcalifornia #womensmuseum
 #equalpayforwomen #equalpayca #equalpaymask
 #labordayweekend

View all 21 comments

michelepred I love seeing you wear the
 #equalpavmask!





September 25, 2020



sandramaas



Veteran Anchor Sandra Maas Wins Legal Skirmish in KUSI Pay-Equity Case

POSTED BY KEN STONE ON SEPTEMBER 21, 2020 IN BUSINESS | 2210 VIEWS

4 COMMENTS | [LEAVE A COMMENT](#)

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225 likes

sandramaas I refuse to be bullied. I won't be silenced. It's worth the fight. Link to story in my bio.
#equalpayca #equalpayforwomen #icanandiwill
#menandwomensupportingeachother

[View all 77 comments](#)

jesskartalija THANK YOU @sandramaas!
#equalpayforequalwork





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88 likes

sandramaas Proof it actually does rain in San Diego.
Happy Sunday everyone!

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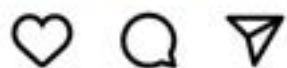


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Downed COUNTLESS Negroni's
GAINED a few pounds
MADE FRIENDS with some bad ass cyclists...and
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Thank you @foodstoriestravel
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Hosted by the @sdfilmfestival and the
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Loved hearing their stories and also how they have navigated their careers. All are at different phases of their careers and they work on different types of projects, but they have all so much creativity, strength and tenacity! They rock! So inspiring! 🙌

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EXHIBIT A

1 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

2 IN AND FOR THE COUNTY OF SAN DIEGO

3 DEPARTMENT 65

BEFORE HON. RONALD F. FRAZIER, JUDGE

4
5 SANDRA MAAS,

) CERTIFIED TRANSCRIPT

6 Plaintiff,

) No. 37-2019-00032336-CU-OE-CTL

7 vs.

8 MCKINNON BROADCASTING
9 COMPANY, KUSI-TV 51,

10 Defendants.) TRIAL

11
12
13 REPORTER'S TRANSCRIPT

14 February 6, 2023

15
16 APPEARANCES:

17 FOR THE PLAINTIFF:

GRUENBERG LAW

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27
28 PAULA A. RAHN, RPR, CSR 11510
OFFICIAL COURT REPORTER PRO TEMPORE

1 their judgment. And here are examples of what they paid
2 different gendered employees who all worked as evening
3 anchors. You'll see that males were often paid less
4 because it depended on their experience in part." So --

5 THE COURT: Okay. I see what you're saying. I
6 haven't -- I haven't lost track of the fact that if you --
7 if -- I mean, this is really a unique area of work when
8 you think about it, right?

9 And so Mr. Gruenberg has brought up that if
10 you're going to start going down that road, if you have
11 Amezcua with a 90 percent of -- that's probably why we're
12 going to do a 402. If he's 90 percent of time or
13 95 percent of the time doing 12:00 news, what is the
14 female equivalent making? And that's a lot of time.

15 So I understand what you're saying. I'm going to
16 do my best to balance it. I'm not making my decision
17 today. I'm reserving on it. And we'll figure out when we
18 can do a 402 hearing.

19 MR. FITZGERALD: So I have slides for opening
20 that will depend on the Court's final ruling.

21 THE COURT: Right. You might have to save them
22 for closing.

23 MR. FITZGERALD: Fair enough.

24 THE COURT: I mean, unless you're going to delay
25 getting a jury and do the 402s first. That's always an
26 option.

27 MR. FITZGERALD: I think if the Court is going to
28 proceed that way, I think that's the way it would have to

1 this list. So it doesn't take decades. And that's in
2 their province if they chose not to. And we did it within
3 the time required to respond to discovery.

4 THE COURT: Right. Okay.

5 Mr. Pang?

6 MR. PANG: I -- no, that didn't happen. There's
7 no way that they had somebody go through and check all
8 thousand -- a thousand videos.

9 THE COURT: Well, you're saying -- what you're
10 saying is that you're saying Ms. Janine-Page's argument is
11 not credible. I mean, you didn't -- you don't know that.
12 You're just arguing.

13 MR. PANG: I think -- yeah. Correct, Your Honor.

14 THE COURT: Okay. Now, let's focus on this part,
15 if I might.

16 She's saying, "Now we've got it narrowed down to
17 about 20," all right? What I always order and we'll go
18 through again today before we leave, before you show
19 anything to a jury, I want the other side to see it for
20 purposes of opening statement, both sides, right? And
21 that way if there's an objection, then you know.

22 What I'm hearing is these are only being used for
23 demonstrative purposes. They're not being offered into
24 evidence, or at least for the most part.

25 MS. JANINE-PAGE: There's a few that we intend to
26 offer into evidence.

27 THE COURT: Okay. All right. So as to those you
28 want to offer into evidence, I think you need to show

1 And is that acceptable to you?

2 MR. PANG: That's acceptable, Your Honor.

3 THE COURT: Does that work?

4 MR. PANG: Just the receipts is the issue.

5 THE COURT: Right.

6 Does that work for the defense?

7 MR. FITZGERALD: Yes.

8 MS. MACKER: Yes, Your Honor.

9 THE COURT: Thank you, Ms. Macker.

10 Okay. Then I think -- I will grant it to the
11 extent of the specifics, but understand the parties have
12 negotiated a compromise.

13 All right. Now, let's go to No. 7.

14 Oh, yeah. Let's talk about excluding political
15 views and -- what an interesting -- yeah, I guess we can
16 maybe segue into voir dire. But yeah, I think we should
17 keep out political views for both sides.

18 I mean, you know, we'll talk -- we'll talk some
19 more about this. It's such an interesting area. But what
20 I want to do is I want to keep this case on Ms. Maas
21 versus KUSI. I do not want this turning into "Do you like
22 Trump or do you like Biden?" You know, "Do you like --
23 how do you feel about Nancy Pelosi? Did you see that
24 videotape of her husband getting taken out by the guy with
25 the hammer?"

26 We're not going to go down those rabbit holes.
27 No one wants to go down those rabbit holes. And I'm
28 hearing from the defense that they're not necessarily

1 disqualify our firm, they were saying that the KUSI
2 employees were talking to Sandra Maas and I guess
3 effectively through us -- to us through Ms. Maas, and they
4 were saying that they were not allowed to do that. They
5 have a confidentiality provision.

6 And the argument that we presented in opposition
7 is like, "Well, that's a violation of Labor Code Section
8 232.5, which prohibits employees -- or employers from
9 gagging employees from talking to anybody else."

10 THE COURT: How is any of this relevant?

11 MR. PANG: I -- I don't -- we don't plan to bring
12 it up in our case. It's only if they open the door.

13 THE COURT: Okay. I'm going to grant it. Good.
14 Now let's go on to No. --

15 MR. PANG: Well, Your Honor, can I just get --
16 I'm sorry. Can I get clarification on that? If they
17 argue --

18 THE COURT: That's different. If they open the
19 door, they open the door.

20 MR. PANG: Okay.

21 THE COURT: But I'm granting it as to both sides.

22 MR. PANG: Thank you.

23 THE COURT: Okay. Good.

24 No. 3, McKinnon Broadcasting's motion in limine
25 precluding reference or argument related to alleged racial
26 discrimination at McKinnon Broadcasting.

27 And Mr. Pang, are you arguing this?

28 MR. PANG: Ms. Vallero is.

1 Oh, I guess I will.

2 We'll concede that, Your Honor. I'm a little
3 uncomfortable because -- we'll agree with this in the
4 spirit of that. We don't want to bring in anything about
5 racial issues.

6 THE COURT: Right.

7 MR. PANG: However, I was speaking on the phone
8 with Ms. Macker on Friday, and she raised the issue of a
9 text message that a witness -- a former anchor wrote to
10 Ms. Maas saying that they're not the most diverse group.
11 And I'm a little uncomfortable --

12 THE COURT: What's the relevance of that?

13 MR. PANG: Because "diverse" includes a lot of
14 things. Diverse is not just race or national origin, but
15 also includes gender, sexual orientation.

16 THE COURT: So -- and I'm sorry. I apologize.
17 Who is offering this particular piece of evidence?

18 MR. PANG: It would be -- it would be plaintiff,
19 Your Honor. We just haven't decided on that issue.
20 But -- but -- but I'm just -- I'm just -- I guess the
21 question is where we should draw the line with the race
22 discrimination. But I agree with the spirit of it.

23 THE COURT: So it's one thing to not hire someone
24 at all. It's another thing that you hire someone that
25 meets a certain category, okay? So let's just say that --
26 that it was -- that women weren't hired. That's one
27 thing. Another thing is women are hired, but they're not
28 paid the same amount as men.

1 So I guess my question comes back to that text or
2 whatever it is. If there's no issue that women are hired,
3 then what's the relevance of it?

4 MR. PANG: Well, it gets to the -- it potentially
5 gets to the issue of -- of the gender discrimination and
6 the age discrimination claim. If there's not a diverse
7 group there and somebody who's worked there --

8 THE COURT: But if it's not a diverse group, that
9 means you're not hired. That's not the issue here, right?
10 You're just saying diversity's been satisfied. Gender
11 diversity has been satisfied. It's the equal pay that's
12 at issue. Those are two different things.

13 MR. PANG: I agree, Your Honor. I mean, I think
14 that -- but it does get to potential bias, right? So if
15 Ms. Naversen -- she wrote the text, right? If
16 Ms. Naversen says that, they can pin her down on her
17 testimony.

18 THE COURT: Okay. I'll grant the motion. And if
19 you feel really strongly that you want to bring it in,
20 bring it to the Court's attention outside the presence of
21 the jury, and then we'll do -- and we'll take -- I'll take
22 another look at it as we get into the case. Okay. But
23 for now the motion is granted.

24 Okay. Let's go to No. 4. Okay. Now, No. 4,
25 McKinnon Broadcasting's motion in limine precluding
26 reference to argument related to alleged sexual harassment
27 at McKinnon.

28 All right. Mr. Pang, I'll talk with you first.

1 No. I'm sorry. This is defense.

2 Ms. Janine-Page or Ms. Macker?

3 Oh, this is the "me, too" evidence.

4 MS. MACKER: Yes, Your Honor.

5 THE COURT: Yeah. This one --

6 MS. MACKER: Well, at the outset, there are times
7 where "me, too" evidence is admissible as plaintiff's
8 opposition pointed out. However, the types of evidence
9 that we're raising to the Court's attention is that the
10 sexual harassment and sexual misconduct argument and
11 allegations that are totally unfounded and baseless that
12 have been introduced during deposition concern us.
13 Because plaintiff has never alleged that she experienced
14 similar sexual harassment or sexual misconduct.

15 THE COURT: Right, yeah.

16 MS. MACKER: So to allow a jury -- to allow
17 plaintiff to parade in witnesses or make allegations or
18 claims in questioning that there's ever been a similar
19 situation to plaintiff with sexual harassment and sexual
20 misconduct would be not only completely irrelevant, but
21 wholly prejudicial, especially during these times to
22 suggest -- and it would be solely to disparage my client
23 in front of a jury.

24 THE COURT: Okay.

25 MS. MACKER: So...

26 THE COURT: Mr. Pang or Ms. --

27 MS. VALLERO: Yes, I will be taking this one.

28 THE COURT: Ms. Vallero.

1 MS. VALLERO: Yes. So in this case, Ms. Maas's
2 protected class is female.

3 THE COURT: Right.

4 MS. VALLERO: And so under 12940(a), the FEHA
5 gender discrimination, the second element is whether her
6 gender was a substantial motivating reason for KUSI's
7 adverse employment action.

8 In this case, the "me, too" evidence is
9 admissible to prove that discriminatory intent of KUSI as
10 far as the gender is concerned, as far as her protected
11 class is concerned. It is -- it is relevant to
12 demonstrate the hostility by KUSI against the female
13 group.

14 And so here it is highly probative under *Pantoja*
15 because of the inherent difficulty of proving the state of
16 mind. So we're saying that it's relevant and admissible
17 to prove discriminatory intent.

18 THE COURT: And would that not -- I mean, how
19 many incidents are we talking about?

20 MS. VALLERO: That -- it's that -- that race is
21 an issue that I also raised in my opposition. The fact
22 that we don't know exactly what they're trying to -- to
23 exclude. Ms. Macker --

24 THE COURT: I would think sexual harassment and
25 sexual --

26 MS. MACKER: Misconduct.

27 THE COURT: -- misconduct, thank you, as opposed
28 to gender discrimination based upon unequal pay, which to

1 me would -- would be the relevant -- if you have history
2 of that. But do you really want to go down that road?
3 Because now we're turning it into -- my concern is this,
4 Ms. Vallero: My concern is that we're going to be
5 consuming a lot of time in creating the potential for a
6 lot of mini-trials.

7 And -- and I'm not sure if I'm seeing the
8 probative value outweighing the prejudicial effect. But I
9 want to hear from you more. I cut you off. I apologize.

10 MS. VALLERO: As to, for example, the testimony
11 of Steve Cohen and -- who in this case was a -- was
12 Ms. Maas's direct supervisor, we believe that his
13 allegations of sexual harassment and his whole view on
14 sexual harassment claims and allegations against, you
15 know, his talent, like Bill O'Reilly, for example, is
16 probative -- is highly probative in this case because of
17 his failure to investigate, his failure to engage with
18 Ms. Maas in the salary negotiations, his roadblocking of
19 salary negotiations with Mike McKinnon, Jr., and his
20 overall state of mind in -- as it relates to Ms. Maas's
21 protected class, which is her gender.

22 THE COURT: So how would you go about -- give me
23 an offer of proof of what it is you'd be wanting to put
24 into evidence.

25 MS. VALLERO: I'll let Mr. Pang speak as to the
26 specific testimony from Mr. Cohen --

27 THE COURT: Okay.

28 MS. VALLERO: -- on that.

1 THE COURT: Okay. Thank you.

2 MR. PANG: Well, it can come through witnesses.
3 It's certainly not going to come through Mr. Cohen,
4 because he denies it.

5 THE COURT: Right.

6 MR. PANG: But there's -- you know, there's
7 testimony through -- we've heard through this discovery
8 about harassment that was permitted by Mr. Cohen.

9 THE COURT: So how many witnesses?

10 MS. VALLERO: Probably --

11 MR. PANG: Like one or two.

12 MS. VALLERO: Yes.

13 THE COURT: And how far back are we talking
14 about?

15 MS. VALLERO: Like, for example, there is a --
16 there is a -- there are allegations against Paul Rudy, use
17 of sexist comments like, for example, calling somebody the
18 B word, bitch.

19 THE COURT: Right.

20 Is there a hostile work environment cause of
21 action?

22 MS. VALLERO: There is not.

23 MR. PANG: There isn't, Your Honor. But what
24 Ms. Vallero is saying is this gets to how -- gets to how
25 KUSI management's perception and value of women generally.
26 And there doesn't have to be a claim -- you know,
27 identical sexual harassment or hostile work discrimination
28 claim.

1 If there's evidence, for example, that Mr. Rudy
2 was permitted to call female staffers the B word, we can
3 all agree that's a gender -- that's a discriminatory
4 gender word that might not have resulted in a termination,
5 but nevertheless reveals how Mr. Rudy feels and how
6 management feels by permitting that to happen. And that
7 goes to the heart of the matter of whether there's gender
8 discrimination.

9 THE COURT: Would you -- with this witness or
10 witnesses, would you be able to tie in that management was
11 aware of Mr. Rudy's comments?

12 MS. VALLERO: Yes.

13 THE COURT: How?

14 MS. VALLERO: There were complaints and --
15 complaints to management about the treatment of staff in
16 the newsroom.

17 THE COURT: What about Mr. Rudy's comments?
18 That's what my question was. Can you tie in that
19 management was aware of Mr. Rudy's comments?

20 MR. GRUENBERG: I think so. I think so. I took
21 the deposition of Ms. Luck. And I think Ms. Luck knew
22 that he used not just salty language in the workplace, but
23 there had been some complaints about females. I'll take a
24 look at that. And I think if we can -- if I go through
25 Ms. Luck's transcript one more time, I think it's there.
26 But my understanding is that -- is that there was a
27 complaint by a young woman about Paul Rudy making comments
28 about her weight.

1 THE COURT: About her what?

2 MR. GRUENBERG: About her weight.

3 THE COURT: I saw that. And whether she was,
4 quote/unquote, "fat" or not. Or if her dress was too
5 tight.

6 Thank you. Let me hear from the defense.

7 MS. MACKER: Your Honor, the vague commentary we
8 just heard from plaintiff's counsel about what -- the
9 sexual misconduct allegations, when they happened, their
10 lack of knowledge about them makes my point. If you look
11 at the *Pinter-Brown v. Regents of University of California*
12 cited in our brief --

13 THE COURT: Give me the cite again, please.

14 MS. MACKER: Yes. It's the *Pinter-Brown v.*
15 *Regents of University of California*. The cite is 48
16 Cal.App.5th 55. And I'm quoting from Page 96. In that
17 case, the Court held that complaints about discrimination
18 from other employees against a university were improperly
19 admitted and actually reversed the Trial Court's decision
20 on that because plaintiff had failed to proffer evidence
21 establishing that the complaints involved factual
22 scenarios that were sufficiently similar to that of the
23 plaintiff.

24 Instead, the Court erred by allowing, I quote, "a
25 laundry list of anonymous, undefined allegations of
26 discrimination at UCLA to convince the jury
27 Dr. Pinter-Brown's own complaints were legitimate. This
28 is nothing more than run-of-the-mill propensity evidence

1 which should have never been presented to the jury."

2 That is precisely what plaintiff has done in
3 discovery. And the allegations have not been tied
4 sufficiently to her causes of action. And if the Court
5 looks at the two cases that were cited, in the first it
6 was the *Johnson* case, involved a motion for summary
7 judgment. So it wasn't even the issue before the jury.
8 And in that case, the Court of Appeal said that the Trial
9 Court should have considered evidence that five other
10 women who were pregnant alleged that they were fired
11 because of their pregnancy in a pregnancy discrimination
12 suit --

13 THE COURT: So it was substantially similar.

14 MS. MACKER: -- within close range.

15 Yes, Your Honor. And that is similar to the
16 *Pantoja* --

17 THE COURT: *Pantoja*.

18 Is that correct, Ms. Vallero?

19 MS. VALLERO: That is correct, Your Honor.

20 MS. MACKER: And if this is admitted, the result
21 will be multiple mini-trials. Because we have evidence
22 completely disproving those allegations. So we will have
23 to be bringing in those witnesses as well to show that
24 there's no merit to those claims. It would be very
25 prejudicial and time-consuming.

26 THE COURT: Okay. Ms. Vallero?

27 MS. VALLERO: Yes, Your Honor. Briefly, in
28 response to Ms. Macker's *Pinter-Brown* cite, it's evidence

1 of an -- evidence of an employer's discrimination against
2 employees outside of the plaintiff's protected class.

3 So what happened in that case was there were --
4 this -- there were -- there was discovery served asking
5 for any and all complaints against The Regents like in the
6 past five years. And so that brought in just a plethora
7 of complaints, all types of cases, all types of protected
8 classes. And that evidence was allowed to come in at
9 trial.

10 That is not what we have here. What we have here
11 is it's evidence of KUSI's view on the value of women,
12 which is plaintiff's protected class. And here, unlike in
13 *Pinter-Brown*, those allegations are not going to be from
14 anonymous sources or -- yeah, from anonymous sources.
15 Here they're going to have a face and -- and a name to
16 every single one of them.

17 THE COURT: But then don't we get into a
18 tremendous consumption of time of KUSI defending against
19 those claims? And aren't we doing exactly what I don't
20 want to do and we're basically doing a bunch of
21 mini-trials? Right?

22 MS. VALLERO: I understand the Court's concern.
23 But in *Pantoja* and also in *Johnson*, that -- the probative
24 value versus the prejudice of these -- of this "Me, too"
25 evidence was -- was discussed. And California Appellate
26 Courts have held that the probative value of "Me, too"
27 witnesses like the ones that we're trying to put on in
28 this trial clearly outweighed any prejudice that would be

1 suffered by the defendant by their admission.

2 So we believe that here there's not going to be
3 an undue -- an undue amount of time consumed. It's not
4 going to mislead the jury. They are protected class
5 specific complaints.

6 THE COURT: All right. My tentative is going to
7 be to grant. I agree with Ms. Macker's view. And I
8 don't -- what I'm seeing is not a substantially similar
9 type of wrongdoing to -- it's very overbroad to say
10 because there is sexual harassment or misconduct that
11 happened sometime either before, during, or after --
12 before or during Ms. Maas's employment, that's not
13 sufficiently similar.

14 The probative value is slight, in my view. Yes,
15 it arguably would go to the intent. The prejudicial
16 effect is tremendous. Because now we're going to have to
17 have a bunch of mini-trials. It's an undue consumption of
18 time in weighing that. And then the defense is going to
19 have a chance to defend, and they might have multiple
20 witnesses in weighing that.

21 I'm going to grant it under 352 and exclude any
22 reference to the "Me, too" evidence. That is done without
23 prejudice so that if you have a witness that had a
24 substantially similar complaint that Ms. Maas had, I want
25 you to disclose that witness to the defense, and we can
26 bring it up again, do a 402 hearing, okay? Thank you.

27 Now, let's go to --

28 THE CLERK: Your Honor --

EXHIBIT B

1 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

2 IN AND FOR THE COUNTY OF SAN DIEGO

3 DEPARTMENT 65

BEFORE HON. RONALD F. FRAZIER, JUDGE

4
5 SANDRA MAAS,

) CERTIFIED TRANSCRIPT

6 Plaintiff,

) No. 37-2019-00032336-CU-OE-CTL

7 vs.

8 MCKINNON BROADCASTING
9 COMPANY, KUSI-TV 51,

10 Defendants.)

) TRIAL

11
12
13 REPORTER'S TRANSCRIPT

14 February 14, 2023

15
16 APPEARANCES:

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200	Maas-Burger Text Messages [PLT000001 - 000019]	111	123
117A	Text messages between Lisa Burger and Sandra Maas, dated on or about June 14-29,/2019 [PLT000599-602]	123	126
753	Letter from Lisa Burger to Steve Cohen	131	

1 She then highlights a couple of things that make her
2 different from Mr. Denton. "I love this city and I plan
3 to be here forever."

4 As you heard me say in the past, Mr. Denton is
5 from Tennessee. He wasn't planning on being here forever.
6 This was and it continues to be Ms. Sandra Maas's
7 community, her home.

8 She then goes on to tell Junior how she has
9 worked in this market, to remind him how she has been part
10 of this San Diego market since 1990 delivering news to
11 San Diegan for over a decade. She then echoes sentiments
12 of news producers from whom you'll hear during this trial
13 that she read the news better than anyone at KUSI.

14 On Page 3, she continues her pitch for a raise by
15 reminding Junior of her increased duties and
16 responsibilities as the lead female news anchor of KUSI.
17 She then makes her unambiguous complaint of pay inequity
18 that she knows male on-air talent are getting lucrative
19 deals. And she explicitly, explicitly asks Junior, "I
20 would like you to consider increasing my annual salary to
21 be on par with my evening co-anchor. And I think that is
22 a very reasonable request." Unambiguous request to be
23 paid equally to Allen Denton.

24 Ms. Maas is going to tell you that she was
25 terrified sending this e-mail. She considers herself a
26 strong woman, a champion of women's rights, but she was
27 nervous and she was anxious. She will tell you how she
28 drafted -- she had many drafts of this e-mail as she sat

EXHIBIT C

1 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

2 IN AND FOR THE COUNTY OF SAN DIEGO

3 DEPARTMENT 65

BEFORE HON. RONALD F. FRAZIER, JUDGE

4
5 SANDRA MAAS,

) CERTIFIED TRANSCRIPT

6 Plaintiff,

) No. 37-2019-00032336-CU-OE-CTL

7 vs.

8 MCKINNON BROADCASTING
9 COMPANY, KUSI-TV 51,

10 Defendants.)

) TRIAL

11
12
13 REPORTER'S TRANSCRIPT

14 February 15, 2023

15
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7	February 12, 2019 video of Allen Denton and Sandra Maas pre-recording newsbreak [MBC001455]	70	165
2	Email string between Sandra Maas and Mike McKinnon, Subject: Sandra, dated April 30-May 1, 2018 [MBC000007-000009]	119	
15	Email string between Sandra Maas and Mike McKinnon, Subject: Sandra Contract, dated May/30-June 11, 2018 [MBC000013-000016]	142	

1 A In college, no.

2 Q Yes.

3 A No.

4 Q Do you have a four-year degree?

5 A I don't.

6 Q Are you from Texas?

7 A I am.

8 Q Did you make the decision to sever the ties that
9 the station had with Ms. Maas?

10 A Ms. Maas made that decision.

11 Q Isn't it true that the station informed Ms. Maas
12 that the station would not be renewing her contract?

13 A The station offered Ms. Maas a three-year deal.
14 Ms. Maas took a one-year deal and told me she'd take her
15 chances with a one-year deal.

16 MR. GRUENBERG: Strike as nonresponsive, Your
17 Honor.

18 THE COURT: Denied.

19 BY MR. GRUENBERG:

20 Q Sir, isn't it true that Ms. Maas was notified by
21 Ms. Luck and Mr. Cohen that the station would not be
22 renewing her contract?

23 A Mr. Cohen and Ms. Maas -- I'm sorry -- Ms. Luck
24 met with Ms. Maas to inform her her contract is coming to
25 an end.

26 Q And that it would not be renewed; correct?

27 A There's no renewal provision in it.

28 Q Were you aware that Ms. Luck and Mr. Cohen met

1 with Ms. Maas to notify her that the contract would not be
2 renewed?

3 A There was not a renewal. But yes, I was aware of
4 that.

5 Q What was the purpose of meeting with her?

6 A To give her enough notice to let her know that
7 this is the end of her deal, which is around 30 days.

8 Q And your position in this case is that her
9 contract was not renewed; correct?

10 A No, sir.

11 Q I'm going to read from your deposition Page 15,
12 Line 19 to 21.

13 "Question" --

14 THE COURT: Slow down. I'm not as fast as you
15 are, Mr. Gruenberg. 19 to 21?

16 MR. GRUENBERG: Yes.

17 THE COURT: Go ahead, sir.

18 BY MR. GRUENBERG:

19 Q "Question: Your position is that her contract
20 was not renewed?

21 "Answer: That's right."

22 And did you make a decision not to renew it, sir?

23 A I just told you we had a one-year deal that came
24 to an end.

25 Q Did you make the decision not to renew it, sir?

26 MR. FITZGERALD: Objection; misstates the
27 evidence.

28 THE COURT: Give me a second.

EXHIBIT D

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

DEPARTMENT 65

BEFORE HON. RONALD F. FRAZIER, JUDGE

SANDRA MAAS,

) CERTIFIED TRANSCRIPT

Plaintiff,

) No. 37-2019-00032336-CU-OE-CTL

vs.

McKINNON BROADCASTING
COMPANY, KUSI-TV 51,

Defendants.) TRIAL

REPORTER'S TRANSCRIPT

February 16, 2023

APPEARANCES:

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170	McKinnon Broadcasting Company Personnel Policy Manual; and KUSI Policy Manual/[MBC000780-811; MBC000812-847]	19	
160	Fair Employment & Housing Council Employment Regulations Regarding Definitions; Harassment/and Discrimination Prevention and Correction; and Training	23	
168	Debra Reilly Expert Witness Report, dated March 21, 2022	23	
157	Association of Workplace Investigators document entitled "Guiding Principles for Conducting/Workplace Investigations"	33	
14	Employment offer letter from Mike McKinnon to Sandra Maas, dated May 29, 2018 [MBC000006]	83	
518	David Davis Employment Agreement, effective January 20, 2003	140	

1 A No, that's not true.

2 Q But you didn't have a replacement for her;
3 correct?

4 A At the time, no.

5 Q So you needed her to work for at least -- excuse
6 me -- for one year; correct?

7 A Well, or perhaps more.

8 Q Well, but you reserved the right for yourself to
9 terminate this contract after one year; correct?

10 A We do and we have in every one of our deals.

11 MR. FITZGERALD: Your Honor, may I be heard
12 sidebar?

13 THE COURT: Yes. And let's go ahead and -- I
14 know it's a little early, but let's take our midmorning
15 break at this time. Please don't talk about the case with
16 anyone, not even each other. And don't form or express
17 any opinions. You can be back in 15 minutes. Let's say
18 about 11:20, a little less than 15. We'll have a shorter
19 break this morning because we got started late. Thank
20 you, folks.

21 (Jury exits the courtroom.)

22 THE COURT: Mr. McKinnon, if you want to step
23 down, you may.

24 THE WITNESS: Thank you, sir.

25 THE COURT: All right. For the record, the jury
26 is now out on break. All counsel and parties are present.

27 Mr. Fitzgerald?

28 MR. FITZGERALD: I'm not looking over here a lot,

1 looked at of a \$180,000 three-year deal. And we went from
2 \$160- to \$180,000 in the first year.

3 Q And when Ms. Maas used the words "That would be a
4 good start," you understood that to her meaning to close
5 the pay gap; correct?

6 A I took it as a negotiation.

7 Q Does KUSI cover the pay gap in this country
8 between men and women?

9 MR. FITZGERALD: Objection; vague.

10 THE COURT: Sustained.

11 BY MR. GRUENBERG:

12 Q Does KUSI devote any air time, does it put on the
13 news any information or news about the pay gap in this
14 country between men and women?

15 A I wouldn't know that unless I saw it.

16 Q Are you aware that -- withdrawn.

17 Do you believe that the pay gap in this country
18 between men and women is significant?

19 A I can't be specific to that, sir. I think some
20 women make more than men and some men make more than the
21 women.

22 Q Right.

23 But statistically speaking, do you believe that
24 the pay gap between men and women in this country is
25 significant?

26 MR. FITZGERALD: Objection; irrelevant.

27 THE COURT: Sustained.

28 ///

1 BY MR. GRUENBERG:

2 Q Do you believe that the pay gap between men and
3 women is a significant topic for news?

4 MR. FITZGERALD: Objection; irrelevant.

5 THE COURT: Sustained.

6 BY MR. GRUENBERG:

7 Q Do you believe, sir, that your view of the pay
8 gap between men and women is relevant to how you
9 negotiated Ms. Maas's salary relative to Mr. Denton?

10 A I don't understand the question. I'm sorry. I
11 don't -- didn't look at that. I looked at it as a
12 negotiation with Sandra and myself and the station.

13 Q Do you believe that the pay gap in this country
14 between men and women is a significant issue?

15 MR. FITZGERALD: Objection; irrelevant.

16 THE COURT: Sustained.

17 BY MR. GRUENBERG:

18 Q Do you recall ever discussing with Mr. McKinnon
19 or Mr. Cohen why Mr. Denton was earning substantially more
20 than Ms. Maas?

21 MR. FITZGERALD: Objection; asked and answered.

22 THE COURT: Sustained.

23 BY MR. GRUENBERG:

24 Q Do you recall discussing Ms. Maas's salary at any
25 time relative to Mr. Denton?

26 MR. FITZGERALD: Objection; vague.

27 THE COURT: I'll allow it.

28 THE WITNESS: Not really, no.

1 to investigate the legal requirements of paying an
2 employee or employees who were performing substantially
3 similar work, did that cause you to investigate that
4 issue?

5 A No. I knew what people were making. I didn't
6 need to investigate it.

7 Q Did you agree to Ms. Maas's request to make 215-?

8 A No. I countered it. I countered her with
9 \$180,000, which was a \$20,000 increase from where she was.

10 Q And you indicated that you didn't agree to
11 Ms. Maas's request to be paid 215- because you thought
12 Mr. Denton was performing an extra show; correct?

13 A Mr. Denton was assigned another show, yes.

14 Q Do you recall responding to Ms. Maas or telling
15 Ms. Maas that you didn't like the tone of her e-mail?

16 A I do. And the tone was because she inferred that
17 we've not been talking about her contract for four months,
18 and I knew that she had talked to Steve Cohen in February
19 of 2018, and this was in April.

20 Q You thought the tone of her e-mail, Exhibit 32 in
21 this case -- excuse me -- Exhibit 2, was unprofessional?

22 A No. I just thought that it wasn't the facts,
23 that particular part of it.

24 Q Isn't it true that the e-mail that we saw
25 yesterday was professionally written?

26 A Yes.

27 Q Yet you told her you didn't like the tone of it;
28 correct?

1 that, you know what, the market is changing as well with
2 jobs like this. The jobs at the other stations just
3 aren't there paying \$350,000.

4 At this time, Mr. Denton was on his way out. He
5 was retiring. We offered Mr. Denton an opportunity,
6 "Allen, we're not going to renew you at the same rate
7 you're at. We can't do it." This is back in December of
8 '18. Mr. Denton -- Mr. Cohen asked me, "Where would we
9 be? We'd be in the 2s." And I said, "No, we're not going
10 to be in the 2s with Mr. Denton either." And Mr. Cohen
11 came back to me and said he met with Allen and Allen said
12 he was going to retire. The market is a changing
13 environment.

14 Q Sir, isn't it true that you knew Mr. Denton was
15 going to retire when he signed the five-year deal?

16 A I don't recall that, no.

17 Q And then you ended the conversation with Ms. Maas
18 by saying, "Everything goes through Senior."

19 Do you recall that?

20 A I said to the effect, "I'll bounce it off Senior,
21 check with Senior on it, inform him what's going on."

22 Q And you indicated you had to get his approval;
23 correct?

24 A No. I just bounce it off him. Why wouldn't I?
25 The man has been in the business 50 years. He's got some
26 pretty good experience. Maybe he knows something I don't
27 or can add to it or just give a little advice.

28 Q And do you recall a second meeting in June with

EXHIBIT E

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

DEPARTMENT 65

BEFORE HON. RONALD F. FRAZIER, JUDGE

SANDRA MAAS,

) CERTIFIED TRANSCRIPT

Plaintiff,

) No. 37-2019-00032336-CU-OE-CTL

vs.

McKINNON BROADCASTING
COMPANY, KUSI-TV 51,

Defendants.)

TRIAL

REPORTER'S TRANSCRIPT

February 21, 2023

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1 but to find the right person. So I was a bit surprised
2 that she wanted a one-year deal, but that's what we did.

3 Q Why were you unwilling to offer more than the
4 180,000, 185-, 190- that was in your offer?

5 A That's what we thought the value that she brought
6 to the station was. I thought the \$20,000 increase at the
7 time was substantially more than I've increased other
8 people at the time, and that was her value to us as a news
9 anchor.

10 Q And why did you offer her a three-year deal?

11 A At the time, we didn't have a replacement for her
12 to co-anchor the evenings. We thought maybe if we did a
13 three-year deal, maybe things would turn around
14 attitudinally, adjustments would come in, and maybe we
15 could get her part of the team again. We showed good
16 faith in three years as a pretty -- I thought it was a
17 pretty good deal.

18 Q And she agreed to it?

19 A She did.

20 Q Okay. What's *Good Evening San Diego*?

21 A So *Good Evening San Diego* was a long-form type
22 evening broadcast which airs now -- back then it aired --
23 we were trying to make it air 5:00 to 7:00. It's
24 long-form meaning it's not an anchor type format where you
25 see one anchor read, a second anchor read, and a third --
26 back and forth type of broadcast.

27 This is more long-form, extemporaneous type
28 programming where we bring a lot of guests on, newsmakers,

1 anybody from the Boy Scouts to the Girl Scouts selling
2 cookies, doing fundraisers. We'll have bands on the
3 program. We'll bring mayors from different areas of the
4 County to talk about the issues they face in their
5 specific areas.

6 We do a lot of live shots, Zooms with various
7 people who can't make it to the building. And it's more
8 or less -- it's more of a news-maker type program,
9 whereas -- opposed to we just read the news that happened.

10 Q When did you start experimenting with that
11 different format?

12 A We were working on that in the fall of 2017,
13 summer to fall, kind of experimenting with it a little
14 bit.

15 Q Did you have a discussion with Jay Brown at some
16 point about that format?

17 A I did.

18 Q And when was that?

19 A I would think it would be August of 2017.
20 August, July, September.

21 Q Would it refresh your recollection if I said the
22 fall of 2018?

23 MR. GRUENBERG: That would be leading, Your
24 Honor.

25 THE COURT: Sustained.

26 BY MR. FITZGERALD:

27 Q Which year was it?

28 A 2018.

- 1 Q Okay. Tell us about that conversation.
- 2 A With Jay?
- 3 Q Yes.
- 4 A So after many months of trying to put the show --
- 5 get ready for airing the show the way we wanted to format
- 6 it, Jay walked by my office. I called him in and I said,
- 7 "Jay, when are we going to get this program more like *Good*
- 8 *Morning San Diego* as opposed to just the same stuff we've
- 9 been doing -- same newscast we've been doing 6:00, 10:00,
- 10 and 11:00? This needs to be a flow moving program." He
- 11 looked at me and he said, "Mr. McKinnon, when you get me
- 12 two anchors who can do it."
- 13 Q And the two anchors you had at the time were who?
- 14 A Mr. Denton and Ms. Maas.
- 15 Q Are the demands on an anchor for the *Good Evening*
- 16 *San Diego* format different from reading the news as was
- 17 being done on KUSI evening news?
- 18 A Yes. You have to prepare a lot more. You have
- 19 to get in the building early to prepare with that group of
- 20 people who are going to be on the set with you. You've
- 21 got to know your content. You've got to know who your
- 22 guests are, what they're there for. You just simply can't
- 23 go on and read a story that's in the teleprompter.
- 24 Q And how did you view Sandra Maas's suitability
- 25 for that new type of format?
- 26 A Well, we thought we could do it. And it turned
- 27 out there really wasn't any interest in her doing it. And
- 28 we just -- we moved on.

1 MR. FITZGERALD: -- has.

2 THE COURT: And then remember we still have about
3 two to four hours where we have to get together and finish
4 up the special verdict and the jury instructions. When
5 are we going to do that?

6 MR. GRUENBERG: Can we have the names of the
7 witnesses that the defense plans to call?

8 MR. FITZGERALD: Sure. We need to figure out the
9 order, and we're going to drop some in light of the time
10 constraints. But we'll get that over to plaintiff's
11 counsel by this evening.

12 THE COURT: I need you to be done by the end of
13 the 28th.

14 MR. GRUENBERG: Every one of our witnesses is
15 imperative.

16 THE COURT: Well, okay. I'm making a record
17 here. This is an impacted civil department. We have over
18 1200 cases. Now, I'll do my best, but I -- I asked for an
19 estimate of time in good faith, and you gave me one. You
20 told me that you would get this case to the jury by May
21 6th or May 7th by the latest, right? And I'm holding you
22 to that.

23 Because I have -- I have a two-week trial after
24 that. I have a three-week trial after that. I have a
25 six-week trial following that, right? So and then later
26 on in the summer, I have about a seven- to eight-week
27 trial. So when you gave me a good faith time estimate,
28 I'm holding you to it. I'm giving you a little bit of

1 leeway. You told me you'd be done by the 23rd; right?

2 I'm giving you an extra day. You have until the 28th.

3 So you need to be much more efficient with your
4 questioning, Mr. Gruenberg. Because you have wasted
5 tremendous amounts of time. And I emphasize tremendous.
6 You're not giving enough credit to this jury. It's a
7 smart jury. They're paying attention. So you're the one
8 that's wasted the time. So you'd better -- you need to
9 pick it up.

10 MR. GRUENBERG: Fair enough, Your Honor.

11 THE COURT: All right.

12 (Recess.)

13 THE COURT: All right. Let's bring them in.

14 Do we have Mr. Cohen?

15 MR. FITZGERALD: We do.

16 THE COURT: Okay.

17 (Jury enters the courtroom.)

18 THE COURT: Welcome back, Members of the Panel.

19 The record will reflect that the entire panel is
20 present, along with our one remaining alternate. All
21 parties are present. All counsel are present.

22 Mr. Pang, are you going to conduct the
23 examination?

24 MR. PANG: Yes. Thank you, Your Honor.

25 THE COURT: That would be Mr. Cohen.

26 MR. PANG: Mr. Cohen under Evidence Code 776.

27 THE COURT: All right. You want to call
28 Mr. Cohen, please.

1 (Court's Exhibit 219 was marked.)

2 BY MR. PANG:

3 Q Mr. Cohen, this is an e-mail that you sent to
4 Peter Goldberg on May 1st -- in the afternoon of May 1st,
5 2018; correct?

6 A I have two here. So it's the May 1 you wish --

7 Q Yes.

8 A Yes, it is.

9 Q And you wrote this e-mail?

10 A Yes.

11 Q And Peter Goldberg is Anna Laurel's agent?

12 A He was at the time.

13 Q And Anna Laurel was not working at the station at
14 the time; correct?

15 A No, she was not.

16 Q Anna Laurel was an anchor that you had been
17 trying to recruit since the summer of the prior year,
18 2017; correct?

19 A Well, actually, it goes further back than that.
20 I've had my eye on her for a number of years. She was in
21 North Carolina and I thought she was a very, very exciting
22 talent.

23 Q Uh-huh. Fair enough.

24 But the last correspondence you had with either
25 Mr. Goldberg or Ms. Laurel prior to that e-mail was in
26 November of 2017; correct?

27 A I don't know, but I assume yes.

28 Q All right. And the third paragraph -- can you

1 A I have no way to recall the nature of that
2 session, as I've said before.

3 MR. PANG: Okay. Permission to publish, Your
4 Honor?

5 MR. FITZGERALD: No objection.

6 THE COURT: You may.

7 BY MR. PANG:

8 Q And your late afternoon/evening anchors at the
9 time were Allen Denton and Sandra Maas; correct?

10 A That's correct.

11 Q And Allen Denton was still under contract through
12 the end of February 2019; correct?

13 A Yes.

14 Q So you were referring to filling Ms. Maas's spot
15 in this e-mail; true?

16 A No.

17 Q Okay. Did you want to have a third anchor on the
18 air?

19 A Well, I think when you have a 4:00 to 7:00 and
20 10:00 to 11:30, there's a lot of chairs there. And so,
21 you know, having -- having other people allows you to have
22 some flexibility for other chairs. And in the situation
23 where someone might leave, you have backup.

24 Q Okay, Mr. Cohen.

25 The reason why -- or one of the reasons why
26 Ms. Laurel had not signed on to KUSI -- and let me
27 withdraw.

28 Just for the record, Ms. Laurel has given me

EXHIBIT F

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

DEPARTMENT 65

BEFORE HON. RONALD F. FRAZIER, JUDGE

SANDRA MAAS,

) CERTIFIED TRANSCRIPT

Plaintiff,

) No. 37-2019-00032336-CU-OE-CTL

vs.

McKINNON BROADCASTING
COMPANY, KUSI-TV 51,

Defendants.)

TRIAL

REPORTER'S TRANSCRIPT

February 28, 2023

APPEARANCES:

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1 needed on-air coaching that Paul Rudy had asked me to help
2 her out with. And a variety of writers. And it's been a
3 while, so I know there were a couple of Davids who I
4 mentored. And Lauren Phinney, she was a news anchor. I
5 was mentoring her, helped her out a lot.

6 Q Any producers?

7 A Jay Brown. Jason Brown. I mentored him at this
8 time. He may have been a writer or a producer. I'm not
9 sure in that time frame. And several other people that
10 I -- production people I would help out.

11 Q Ms. Maas, you also mentioned that you were going
12 out and working in the community on behalf of KUSI. You
13 believed -- as of this point, you still believed that
14 community work was part of your job.

15 A And a very important part of my job, yes.

16 Q And you then go on to mention your longevity in
17 the market.

18 Why did you add this reference to longevity in
19 the market in this e-mail?

20 A Because by this time, I'd been in the market
21 almost three decades. And I had deep roots. I planted
22 seeds since I arrived in San Diego in 1990. And I could
23 pick up the phone and people would answer my call and
24 bring experts and newsmakers onto the KUSI set in a
25 moment's notice. I -- it was a value that can't be
26 underestimated.

27 Q When you state that "I can confidently say that
28 no one reads the news in the evening anchor chair better

1 than I do," why did you feel the need to add this
2 reference to your e-mail?

3 A Because Mike McKinnon, Jr. felt the same way. He
4 told me that more than once.

5 Q And just to be clear, Ms. Maas, did you mean
6 to -- this e-mail to serve as a complaint of what you
7 believed was discrimination?

8 A Yes, I don't know how else -- what other way you
9 could take it.

10 Q Did you also mean it to serve as a complaint of
11 what you believed was pay inequity at KUSI?

12 A Yes.

13 Q When you talk about reading the news better than
14 anybody at KUSI, were you specifically referring to
15 Mr. Denton's performance?

16 A I was.

17 Q And why did you feel the need to add that to this
18 complaint?

19 A Well, management was aware, Steve Cohen was aware
20 of Allen's -- Allen had some reading problems on air
21 occasionally. Not a big deal. But whenever the news
22 executive producer at the 10:00 news had an important
23 story, he would give it to me to read.

24 Q When you state "I am well aware of the recent
25 lucrative deals you've extended to the male on-air
26 talent," what were you referring to when you wrote this
27 sentence?

28 A I was referring to sports director Paul Rudy, who

1 A I did.

2 Q For how long?

3 A For about 15, 20 minutes longer.

4 Q Once the newscast is over, the 10:00 p.m.
5 newscast is over, do you leave at that time?

6 A I did. Logan helped me carry things out to my
7 car. As I was leaving, as I was getting off -- unmiking
8 and getting off the set, there was a flood of people from
9 the control room and production who didn't know that I was
10 leaving until -- until they heard it.

11 And so there were people that -- there were
12 tears. And I -- I was in a position of just trying -- I
13 just -- I just didn't want them to feel sorry for me. I
14 didn't want them -- I just wanted to -- I just wanted to
15 get out of there feeling like -- like I meant something
16 there.

17 Q And so you get in your car.

18 A So Logan helped me bring my things out to my car.
19 And I got in my car and I started driving out of the gate.
20 And it's an electric gate that took forever to open. And
21 for three weeks, I had my game face on. I had a game face
22 on when women would come up to me telling me their own
23 stories. And I had my game face on when I had the hardest
24 day of my career saying goodbye to these co-workers. And
25 finally, when I drove through the gate at KUSI and out
26 into the street, I just felt like I was free to feel. And
27 by the time I got home, I was a mess.

28 Q Once you got home, who was there?

1 MS. JANINE-PAGE: Sorry.

2 BY MR. FITZGERALD:

3 Q You signed it on November 19, 2021; right?

4 A That's correct.

5 Q But your response was false, wasn't it?

6 A It was an omission that was not intentional.

7 Q This is the same oath to tell the truth under
8 penalty of perjury that you took before taking the stand
9 to testify in this trial; right?

10 A That's correct.

11 Q Are you an honest person?

12 A I am an honest person.

13 Q Are all anchors the same?

14 MS. VALLERO: Vague, Your Honor.

15 THE COURT: I'll sustain it as phrased.

16 BY MR. FITZGERALD:

17 Q In terms of effectiveness as on-the-air
18 performers, are all anchors the same?

19 A I think all anchors are not exactly the same.

20 Q Are some anchors better than others?

21 MS. VALLERO: Vague.

22 THE COURT: No. I'll allow it.

23 THE WITNESS: Yes.

24 BY MR. FITZGERALD:

25 Q In terms of their effectiveness as on-air
26 performers, some anchors are better than others; right?

27 A It's subjective.

28 Q It is subjective, isn't it? News directors make

1 subjective judgments about whether one anchor is better
2 than another, don't they?

3 A Yes.

4 Q Okay. And when you were at KUSI, did you believe
5 that you were better than any other anchors?

6 A KUSI --

7 MS. VALLERO: Your Honor, can I be heard sidebar?

8 THE COURT: All right. And we don't need the
9 reporter.

10 (Unreported sidebar conference.)

11 BY MR. FITZGERALD:

12 Q The question was when you were at KUSI, did you
13 believe you were better than some of the other anchors?

14 A Better in what way?

15 Q In terms of your effectiveness as an on-air
16 performer.

17 A Yes.

18 Q Do you think that some anchors deserve to be paid
19 more because they are better as on-air performers than
20 others?

21 MS. VALLERO: Objection, Your Honor.

22 THE COURT: It's about the end of it. I'll allow
23 this question.

24 You can answer this question, Ms. Maas.

25 THE WITNESS: Well, you can be -- there are a lot
26 of components to being a good anchor. You can be a very
27 good interviewer. You can be a very good presenter. You
28 can be a well-liked personality. So that's a hard

1 question to answer.

2 BY MR. FITZGERALD:

3 Q Well, news directors are in the business of
4 evaluating all of those things to determine who they think
5 is a better anchor than another anchor.

6 Would you agree?

7 THE COURT: I think we've reached the end of our
8 leeway.

9 MR. FITZGERALD: All right.

10 BY MR. FITZGERALD:

11 Q Do all anchors have the same degree of talent?

12 A I think it varies from person to person.

13 Q All right. Do you think you deserved to be paid
14 more than Ginger Jeffries?

15 MS. VALLERO: Same objection, Your Honor.

16 THE COURT: Yeah. I'm going to sustain at this
17 point.

18 BY MR. FITZGERALD:

19 Q You were an on-air performer at KUSI; right?

20 A No.

21 Q Let's look at your contract, Exhibit 4,
22 Section 1C. This is your 2018 contract. And the
23 recitals, Section 1C, "Employee possesses special, unique,
24 and original ability as a on-camera television performer."

25 Do you see that?

26 A Yes.

27 Q And then it also says that, "The employer desires
28 to engage the services of an on-camera television

EXHIBIT G

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

DEPARTMENT 65

BEFORE HON. RONALD F. FRAZIER, JUDGE

SANDRA MAAS,

) CERTIFIED TRANSCRIPT

Plaintiff,

) No. 37-2019-00032336-CU-OE-CTL

vs.

McKINNON BROADCASTING
COMPANY, KUSI-TV 51,

Defendants.)

TRIAL

REPORTER'S TRANSCRIPT

March 1, 2023

APPEARANCES:

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703	Email string between Steve Cohen and Mike McKinnon, Subject: March And April Social/Media & Digital Performance, dated March 12-May 14, 2019 [MBC001120-1126]	115	115

1 BY MR. FITZGERALD:

2 Q You recognize that Allen Denton had achieved much
3 higher compensation in the market than you had achieved.

4 MS. VALLERO: Vague as to "market."

5 THE COURT: Sustained.

6 BY MR. FITZGERALD:

7 Q You believed you had as much value as Allen
8 Denton; right?

9 A Absolutely.

10 MS. VALLERO: Relevance, Your Honor.

11 THE COURT: Overruled.

12 THE WITNESS: I think I had more value in the
13 market than Allen Denton.

14 BY MR. FITZGERALD:

15 Q Okay. But the market said otherwise, didn't it?

16 MS. VALLERO: Argumentative.

17 THE COURT: Calls for a legal conclusion.

18 MS. VALLERO: Yes.

19 THE COURT: Sustained.

20 BY MR. FITZGERALD:

21 Q You did not get offered any anchor job after you
22 left KUSI in 2019; correct?

23 A And there's a reason for that that was out of my
24 control.

25 Q Would you just answer my question "Yes" or "No."

26 You did not get offered any other anchor job
27 after you left KUSI in 2019; right?

28 A Because the market was poisoned, I did not.

1 exactly what it says.

2 Do you remember what it says?

3 A Equal work.

4 Q Crusader for equal pay, equal work. That's what
5 your Facebook --

6 A I'm very passionate about that, yes.

7 Q And this lawsuit is part of you building your
8 brand as a champion of women's rights, isn't it?

9 MS. VALLERO: Argumentative.

10 THE COURT: Sustained.

11 BY MR. FITZGERALD:

12 Q Well, let's be clear, Ms. Maas.

13 What you're seeking through this lawsuit is
14 money; right?

15 MS. VALLERO: Argumentative, Your Honor,
16 relevance, 352.

17 THE COURT: No, I'll allow it.

18 Ms. Maas, you may answer.

19 THE WITNESS: Thank you.

20 What I'm seeking in this lawsuit, to expose
21 McKinnon Broadcasting Company for what it is. They are
22 not a friend of women.

23 BY MR. FITZGERALD:

24 Q You're asking the jury to award you --

25 MR. GRUENBERG: Your Honor, he can't interrupt
26 her like that. I've put up with it long enough.

27 THE COURT: Mr. Gruenberg, calm down.

28 MR. FITZGERALD: I'll move to strike the answer

1 as nonresponsive.

2 THE COURT: Motion's denied.

3 Were you done with your answer, Ms. Maas? You
4 can answer.

5 MR. GRUENBERG: Let's have it reread, Your Honor,
6 please. I'm sorry, but...

7 THE COURT: That's all right.

8 MR. GRUENBERG: Thank you.

9 MR. FITZGERALD: I'll withdraw the question.

10 MR. GRUENBERG: I'm sure you would like to. I'd
11 like it reread.

12 THE COURT: Mr. Gruenberg, one attorney, one
13 witness.

14 BY MR. FITZGERALD:

15 Q You're asking this jury --

16 THE COURT: Hold on. I believe the question was
17 already answered.

18 Do you want to answer any more, Ms. Maas?

19 THE WITNESS: Yes, I would.

20 THE COURT: Go ahead.

21 MS. VALLERO: Can we have the question read back,
22 Your Honor?

23 THE COURT: Paula?

24 (Record read as requested.)

25 THE COURT: You can continue, Ms. Maas.

26 THE WITNESS: I am seeking justice,

27 Mr. Fitzgerald. My story is not unusual at McKinnon

28 Broadcasting Company. There are other women in that

1 newsroom who are afraid to share what happened to them.

2 MR. FITZGERALD: I'm going to move to strike the
3 answer as not being based on personal knowledge and beyond
4 the call of the question.

5 THE COURT: I'll strike from -- everything after
6 "My story is not unusual at McKinnon Broadcasting Company"
7 as nonresponsive, and the jury is instructed to disregard.

8 You can ask your next question, sir.

9 BY MR. FITZGERALD:

10 Q You're asking this jury to award you money
11 damages; right?

12 MS. VALLERO: Asked and answered.

13 THE COURT: Sustained.

14 BY MR. FITZGERALD:

15 Q You have a Wikipedia page; right?

16 A I do.

17 Q And you've read it; right?

18 A Not recently.

19 Q You know that your friend Mark Larson wrote it
20 for you, don't you?

21 A That is not correct. I don't know who wrote it
22 for me.

23 Q Okay. Have you reviewed it at any time to make
24 sure it was accurate?

25 A Occasionally I'll look at it.

26 Q Okay. And do you recognize Exhibit 593 as a
27 printout of your Wikipedia page?

28 (Court's Exhibit 593 was marked.)

1 MS. VALLERO: 593, you said? You said 593?

2 MR. FITZGERALD: 593.

3 MS. VALLERO: Thank you.

4 Vague as to time, Your Honor

5 THE COURT: Hold on. Let me find it.

6 MR. FITZGERALD: I don't think I have the right
7 paper here, so let me withdraw that.

8 THE WITNESS: Yeah, this is not --

9 THE COURT: All right.

10 BY MR. FITZGERALD:

11 Q You testified yesterday that you thought your
12 April 30, 2018 e-mail would get you fired; right?

13 A I thought it might.

14 Q It didn't get you fired, did it?

15 A It did not.

16 Q It led to a negotiation; right?

17 A Yes, it did.

18 Q And that led to a \$20,000 raise; right?

19 A It wasn't much of a negotiation, but it did lead
20 to a \$20,000 raise, correct.

21 Q And an offer of a three-year deal; right?

22 A Correct, which was really a one-year deal,
23 because they had the option to not renew me every year.

24 Q And that option was in every contract at KUSI
25 that you'd ever signed, wasn't it?

26 A I believe so.

27 Q And you were in court when you saw that that
28 option was in both of the contracts that Allen Denton

1 BY MR. FITZGERALD:

2 Q You filed this lawsuit less than two weeks after
3 your last broadcast at KUSI; right?

4 A Correct.

5 Q And you've been in litigation ever since; right?

6 A Almost four years.

7 Q And being in litigation causes anxiety, doesn't
8 it?

9 MS. VALLERO: Relevance, Your Honor.

10 THE COURT: I'll allow it.

11 THE WITNESS: Yes, it's very stressful.

12 BY MR. FITZGERALD:

13 Q All right. You've worked to try to find people
14 to support your case; right?

15 MS. VALLERO: Argumentative.

16 THE COURT: Overruled.

17 THE WITNESS: I haven't worked to find people to
18 support my case. Women in the community who understand --
19 why are you rolling your eyes? It's true. People in the
20 community understand what it's like to be undervalued and
21 underpaid in 2023. And if it didn't happen to them in
22 2023, it happened to them sometime. So yes, people have
23 supported me. I haven't asked people to, "Please support
24 me."

25 BY MR. FITZGERALD:

26 Q Haven't you texted or messaged your friends
27 explaining that you are looking for people to support you?

28 MS. VALLERO: Assumes --

1 BY MR. FITZGERALD:

2 Q Haven't you communicated that?

3 MS. VALLERO: Assumes facts not in evidence.

4 THE COURT: Overruled.

5 THE WITNESS: Female journalists at KUSI when
6 they got wind of my lawsuit, Sasha Foo told me she hadn't
7 had a raise in 13 years.

8 MR. FITZGERALD: I'm going to move to strike.

9 THE WITNESS: Ashlie Rodriguez --

10 THE COURT: Okay. So we're going to take our
11 midafternoon break at this time, ladies and gentlemen.
12 I'm going to ask you not to form or express any opinions
13 about the case. Don't talk about the case with anyone,
14 not even each other. If you could be back at 20 to 3:00,
15 please.

16 (Jury exits the courtroom.)

17 THE COURT: I'd like to see counsel back in my
18 chambers. And Paula, I don't need you.

19 (Recess.)

20 THE COURT: Okay. Are we ready to bring the jury
21 back?

22 MS. VALLERO: Yes, Your Honor.

23 THE COURT: All right. As soon as Scot shows up,
24 we'll bring them back in.

25 (Jury enters the courtroom.)

26 THE COURT: All right. Welcome back, Members of
27 the Jury.

28 The record will reflect that all 12 members are

1 time, correct.

2 Q Because you believed your talent was the best
3 there was at KUSI, didn't you?

4 A I was told that.

5 Q Okay. You believed you were as good a news
6 anchor as Channel 10's Kimberly Hunt; right?

7 MS. VALLERO: Relevance, Your Honor.

8 THE COURT: Sustained.

9 BY MR. FITZGERALD:

10 Q You received a lot of praise for the job you did
11 as anchor; right?

12 A Praise in the newsroom, recognition in the
13 community.

14 Q Yeah.

15 And you understand, Ms. Maas, that our views of
16 our own value is not always shared with other people's
17 views of our value; right?

18 MS. VALLERO: Relevance.

19 THE COURT: Sustained.

20 BY MR. FITZGERALD:

21 Q Judging talent is subjective, isn't it?

22 A To a degree, I believe, yes.

23 Q And wouldn't you agree that reasonable people
24 with deep experience judging talent could conclude that
25 Allen Denton was a better, more valuable anchor than you?

26 MS. VALLERO: Calls for a legal conclusion,
27 assumes facts not in evidence.

28 THE COURT: Yeah, I'll sustain that.

EXHIBIT H

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

DEPARTMENT 65

BEFORE HON. RONALD F. FRAZIER, JUDGE

SANDRA MAAS,

) CERTIFIED TRANSCRIPT

Plaintiff,

) No. 37-2019-00032336-CU-OE-CTL

vs.

McKINNON BROADCASTING
COMPANY, KUSI-TV 51,

Defendants.)

TRIAL

REPORTER'S TRANSCRIPT

March 2, 2023

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228	Schedules I and II from Heather Xitco's Report	15	
116	Text messages between Allen Denton and Sandra Maas, dated on or about May 19-July 15, 2019/[PLT000595-598]	80	
570	Paycom Time Detail Report for Paul Rudy, for January 1-December 31, 2016		108

1 Ms. Phinney?

2 A 20 years.

3 Q Did you ever have any conversations with Steve
4 Cohen or either of the McKinnons about why KUSI
5 continually and always pairs much older men with younger
6 females?

7 MR. FITZGERALD: Objection; assumes facts not in
8 evidence.

9 THE COURT: Overruled.

10 You may answer, Mr. Rudy.

11 THE WITNESS: That would not be a conversation I
12 would have with Mr. Cohen or the McKinnons.

13 BY MR. GRUENBERG:

14 Q You've been in the news business for how many
15 years now?

16 A This will be 40.

17 Q Do you know why it is that stations like KUSI
18 pair older anchors, white anchors, older white men, with
19 younger females?

20 MR. FITZGERALD: Objection; lacks foundation.

21 THE COURT: Sustained.

22 BY MR. GRUENBERG:

23 Q With regard to your experience at KUSI, did you
24 ever find out or make an effort to find out why KUSI --
25 KUSI paired older white gentlemen, anchors, with younger
26 females?

27 MR. FITZGERALD: Objection; assumes facts not in
28 evidence and misstates the evidence.

1 THE COURT: Sustained.

2 BY MR. GRUENBERG:

3 Q Sir, given your experience at KUSI, did you
4 notice a pattern of older men working with younger women?

5 A I never really gave it much thought. So no, I
6 didn't notice.

7 Q Take a look at Exhibit 77.

8 MR. GRUENBERG: Your Honor, may I approach?

9 THE COURT: You may.

10 MS. VALLERO: It's in evidence, yeah.

11 MR. GRUENBERG: Why don't we put up Exhibit 77,
12 Page 14.

13 THE COURT: I'm sorry. 77, what's the page?

14 MS. VALLERO: 14, Your Honor.

15 THE COURT: Thank you.

16 BY MR. GRUENBERG:

17 Q Now, what is 77, sir?

18 A You're going to have to help me out. I don't
19 know which is which. Which one am I --

20 Q I believe you are the white -- the dark writing.
21 Excuse me. You're the dark -- the light writing.

22 A Okay. I was referring --

23 Q You're the left bubble, sir, the one that's just
24 off to the left.

25 A So my statement is "It's a cruel game. Coleman
26 got it right."

27 Q Right.

28 A I was referring to John Coleman, the way he

EXHIBIT I

1 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

2 IN AND FOR THE COUNTY OF SAN DIEGO

3 DEPARTMENT 65

BEFORE HON. RONALD F. FRAZIER, JUDGE

4
5 SANDRA MAAS,

) CERTIFIED TRANSCRIPT

6 Plaintiff,

) No. 37-2019-00032336-CU-OE-CTL

7 vs.

8 MCKINNON BROADCASTING
9 COMPANY, KUSI-TV 51,

10 Defendants.) TRIAL

11
12
13 REPORTER'S TRANSCRIPT

14 March 6, 2023

15
16 APPEARANCES:

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653	BitCentral CNN for Healthy Living	67	
692	Email from John Knox to DL-KUSI-News forwarded to Sandra Maas, Subject: ATTN:/SANDRA MAAS/HEALTHY LIVING, dated November 9-13, 2018 [MBC001034-1035]	78	78
683	Emails from Jay Brown, dated June 20-December 17, 2017 [MBC000924-951;/MBC000963-969]	81	81
684	Emails from Jay Brown, dated January 1-June 12, 2018 [MBC000970-1000;/MBC001002-1007; MBC001009-1010; MBC001013-1022]	81	81

1 Q Was there a difference in Allen Denton's approach
2 toward the editorial process?

3 A Sometimes there --

4 MS. VALLERO: Calls for speculation.

5 THE COURT: Lay a foundation, Mr. Fitzgerald.

6 BY MR. FITZGERALD:

7 Q Did you work with Allen Denton in the editorial
8 process that you just described?

9 A On occasion.

10 Q Okay. And how did his level of engagement
11 differ, if at all, from the level of engagement that
12 Ms. Maas had?

13 A He seemed more engaged, especially when it was a
14 story that I needed him to -- that I may have crafted
15 particularly and needed him to read it or retrack it in
16 the voiceover booth, asking if he wanted -- if it was okay
17 to change certain words or certain things.

18 I gave him liberty a couple times when I had
19 written a full piece for him saying, "Hey, if you need to
20 change anything, do whatever you need to do." And he had
21 said, "It's perfect. Fine. Good job." And he'd go about
22 his way.

23 Q Do you recall when Anna Laurel joined KUSI?

24 A I do.

25 Q And what was your understanding of the role she
26 was hired to fill?

27 MR. PANG: Oh, sorry.

28 MS. VALLERO: Calls for speculation.

1 THE COURT: Overruled.

2 You may answer.

3 THE WITNESS: At first, from what I remember, she
4 was brought on to anchor the 5:00 p.m. and 5:00 p.m.
5 newscasts with Sandra Maas making it an all-female anchor
6 team.

7 BY MR. FITZGERALD:

8 Q Okay. Do you recall an incident in or about
9 April of 2019 when there was an IFB [sic] that went off
10 and squealed?

11 A Are you -- IFB?

12 Q IFB. Sorry.

13 A The internal feedback system. Yes, I do remember
14 that.

15 Q Okay. Tell us about that.

16 A This happened before the start of -- I believe it
17 was a 5:00 p.m. newscast. It was like a minute -- not
18 even that, like a second before we were supposed to go on
19 the air. Myself, production people in the control booth,
20 crew members on the floor all heard a screeching noise.
21 We're in headsets with microphones attached so we can talk
22 to everybody. We all experienced it. Hold it across from
23 our ears. And it was deafening to a certain degree. I
24 mean, it left a little bit of a ringing in your ear.

25 And what had happened was is we started getting
26 the newscast. We tossed to Dan Plante. Ms. Maas removed
27 her earpiece and walked off set and did not return.

28 Q And was that a regular news broadcast as opposed

1 BY MR. FITZGERALD:

2 Q And then do you have Exhibit 686?

3 A One moment.

4 Yes, I do.

5 Q What is that?

6 A It looks like an e-mail that I sent -- well, it
7 looks like I replied to John Soderman's e-mail. But there
8 was another e-mail at the bottom that discussed the
9 developmental period of what newsbreaks were to look like
10 going forward during this period in time.

11 MR. FITZGERALD: Move Exhibit 686 into evidence.

12 THE COURT: Any objection?

13 MS. VALLERO: No objection, Your Honor.

14 THE COURT: 686 is admitted.

15 MR. FITZGERALD: If we could publish and just
16 look at the bottom part.

17 (Court's Exhibit 686 was marked and
18 received.)

19 BY MR. FITZGERALD:

20 Q All right. It says, "The PM newsbreak schedule
21 is undergoing a developmental period after Lauren was
22 assigned to *Good Morning San Diego*."

23 What was that about, Lauren being assigned to
24 *Good Morning San Diego*?

25 A I believe this was the moment in time that
26 Ms. Lisa Remillard had left -- or was leaving *Good Morning*
27 *San Diego*. So Lauren Phinney, who was the night side
28 in-studio reporter and anchor on the 11:00 newscast, was

1 replacing her on the morning show.

2 Q All right. And she was leaving the evening --
3 11:00 broadcast --

4 MR. FITZGERALD: If we could just scroll up a
5 little bit.

6 BY MR. FITZGERALD:

7 Q This e-mail, anyway, is May 6, 2018; is that
8 right?

9 A The e-mail that I sent out was, yes, May 16 of
10 2018.

11 Q Okay. All right. Do you recall conversations
12 with Mike McKinnon, Jr. in the fall of 2018 about changing
13 the format of the evening news broadcasts?

14 A Yes, sir, I do.

15 Q What can you tell us about those conversations.

16 A Mr. McKinnon asked me to come -- I'm sorry.
17 Mr. McKinnon, Jr. asked me to come into his office and
18 discuss the impending format change for the 5:00 and the
19 6:00 newscasts. He sat me down and asked me who -- if I
20 had a choice of anybody in the station, who I would want
21 to have at 5:00 and 6:00.

22 I then explained I would like to have the late
23 David Davis and Lauren Phinney, although it may not be
24 possible. We kind of chuckled at it. Those would be the
25 people that I would want, because I felt they could give
26 us the most extemporaneous feeling that we were looking
27 for for this new newscast going forward.

28 Q And was the KUSI Evening News ultimately

1 THE COURT: We cannot. But nice try.

2 Okay. Let's call it an evening. We've had a
3 good day. Tomorrow we'll go -- I don't want to go too far
4 into the afternoon. So I really want to finish up. If
5 we're not -- I want to say let's be done by 2:00, right,
6 because we have a lot of work to do. All right?

7 MR. PANG: Understand, Your Honor.

8 THE COURT: And then we'll do closings on
9 Wednesday morning. I want to be done by noon. I don't
10 want to go into the afternoon. So I'm going to give you
11 time limitations, but we'll talk about that tomorrow, all
12 right?

13 MR. PANG: All right.

14 THE COURT: Good. Thank you, everyone.

15 MR. PANG: Thank you.

16 - - -

17 (The proceedings were adjourned at 4:48 p.m.)

18 - - -

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EXHIBIT J

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

DEPARTMENT 65

BEFORE HON. RONALD F. FRAZIER, JUDGE

SANDRA MAAS,

) CERTIFIED TRANSCRIPT

Plaintiff,

) No. 37-2019-00032336-CU-OE-CTL

vs.

McKINNON BROADCASTING
COMPANY, KUSI-TV 51,

Defendants.)

TRIAL

REPORTER'S TRANSCRIPT

March 7, 2023

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764	McKinnon Broadcasting Company/Financials	6	
748	2017 KUSI Promo for Sandra Maas (B-roll 1)		11
762	Sandramaas.com		12

1 just tell the Court that I don't think I can do my client
2 justice unless I have two and a half hours to close. And
3 that's what I would request. But obviously, the Court is
4 going to impose the time limit that it feels is appropriate,
5 but I'm just letting you know that's where I am.

6 THE COURT: Okay. I have never had a closing go
7 that long. And while this is a complex case, I've had
8 plenty of cases in different areas that are just as complex,
9 if not perhaps a little even more complicated. This is a
10 complex case.

11 You had initially told me that you wanted three
12 days to do your defense. You later, at another time, said
13 you could probably do it in two. And by my calculations,
14 you will have -- let me see -- over two days. If we go into
15 the afternoon, you would be going into somewhere between two
16 and two and a half, which is within the range that you
17 indicated that you needed.

18 If you really need to call -- because what I
19 perceive is I'm starting to hear some of the same testimony
20 over and over again. So I'm not certain what more you want
21 to put on that we haven't already heard. I mean, you know,
22 I get your theme. I think the jury understands your theme.
23 So I note it for the record, but I don't -- I don't agree
24 with it.

25 So Mr. Pang?

26 MR. PANG: And while -- Your Honor, while we're
27 putting something on the record, it's -- the first part of
28 the case was not just plaintiff's case-in-chief.

1 THE COURT: Correct.

2 MR. PANG: It was also the defendants'
3 cross-examination, which lasted a long time as well.

4 THE COURT: Yes.

5 MR. PANG: So it's just an unfair characterization
6 to say that they only had two days to defend the case. It's
7 been mixed.

8 THE COURT: Well, it's going to be closer to two
9 and a half, plus all the time you had when you called your
10 clients in response. Because you called them in your
11 case-in-chief. I let you do that.

12 MR. FITZGERALD: Yeah.

13 THE COURT: So it's really been more like three,
14 three and a half, or four. So I disagree. I do want to
15 impose time limits of an hour for the plaintiffs in your
16 opening portion, an hour for the defense, and a half an hour
17 for rebuttal. If we do that and start at 9:00, which we
18 should be able to, then I can -- we should have enough time,
19 even with the break, for me to then do the closing
20 instructions, and then the jury can go to lunch and then
21 start deliberation after lunch, okay? Good. Okay.

22 MR. FITZGERALD: Can I move a couple of exhibits
23 into evidence --

24 THE COURT: You may.

25 MR. FITZGERALD: -- real quick?

26 We have Exhibit 748, which we played from one of
27 the witnesses. I'm not remembering right now. It was the
28 filming of Ms. Maas's promo video on KUSI.

1 MR. GRUENBERG: Hearsay, Your Honor.

2 THE COURT: Hold on.

3 THE WITNESS: On Thursdays --

4 THE COURT: Hold on, sir.

5 THE WITNESS: Oh.

6 THE COURT: I'll sustain it as phrased.

7 BY MR. FITZGERALD:

8 Q Were there discussions about the *Healthy Living*
9 segments?

10 A Yes.

11 Q And were there discussions about what those *Healthy*
12 *Living* segments might be?

13 A Yes.

14 Q Can you tell us about those?

15 MR. GRUENBERG: That would be hearsay, Your Honor.

16 MR. FITZGERALD: It's not for the truth.

17 THE COURT: Yeah. Overruled.

18 THE WITNESS: On Thursdays in those meetings, Steve
19 Cohen would ask just to the room of everyone in attendance,
20 "Does Sandra have a *Healthy Living* today?" And there would
21 be a pause of silence because nobody really knew. And he
22 would say, "Okay. Well, find out." And he would tell Jay
23 Brown or Jake Minger. And either one of them, once the
24 meeting concluded, would then figure out if there was a
25 *Healthy Living* or not so they could start planning their
26 show.

27 Q All right. Have you done some work to look at all
28 the *Healthy Living* segments that Ms. Maas produced?

1 A Yes.

2 Q And can you describe what you did in that regard.

3 A Okay. So the very first thing I saw was when the
4 original article came out about this whole case, I noticed
5 that *Healthy Living* was described in there. And I kind
6 of -- it was just shocking to me because it was a very small
7 part of what we were doing. And the way it was described
8 that it was done didn't really add up.

9 So I went in and I looked at all the *Healthy*
10 *Living*s that were already published to our YouTube channel,
11 which was very few. I just didn't know where else to really
12 start. And out of all the ones already published on the
13 YouTube, they were all basically packages that were produced
14 and distributed by CNN Newsource, meaning all the CNN
15 clients could take them and just re-voice the scripts that
16 were provided.

17 So then I kind of gave my dad a heads-up. I said,
18 "These are all just taken from CNN." And I wanted to help
19 out, so I went to the very first *Healthy Living* that ever
20 aired, and then I went through every single Thursday and
21 looked at them, watched them, and figured out what each one
22 was.

23 Q All right. And what other information did you look
24 at when you were investigating the *Healthy Living* segments?

25 A I looked at like the graphics used, where the video
26 was shot from. And then I matched them up with articles
27 that are published on CNN.com. So at the time, that was my
28 way of confirming that these were taken from CNN, because

1 all the CNN articles were published like 24 hours ahead
2 of when we aired them.

3 So their process was they publish the article
4 online, then they make a video of the topic and then
5 distribute it to all their clients, and then we would just
6 air it as is.

7 Q All right. Did you look at the CNN packages as
8 well?

9 A Yes.

10 Q Okay. And did you summarize all of the information
11 and the findings that you --

12 MR. GRUENBERG: Leading, Your Honor.

13 THE COURT: Go ahead and finish your question,
14 Mr. Fitzgerald.

15 BY MR. FITZGERALD:

16 Q I'll ask a new one.
17 What did you do with all that information?

18 A I put it all onto a spreadsheet.

19 Q Is that Exhibit 654?

20 A Yes.

21 MR. FITZGERALD: Can we display Exhibit 654?

22 MR. GRUENBERG: Hearsay, Your Honor, 352.

23 MR. FITZGERALD: It's demonstrative.

24 MR. GRUENBERG: It's also not a business record.

25 THE COURT: Hold on.

26 Let me see counsel at sidebar. Paula, I don't need
27 you.

28 (Unreported sidebar conference.)

1 THE COURT: Objection sustained.

2 (Court's Exhibit 654 was marked.)

3 BY MR. FITZGERALD:

4 Q All right. Can you describe what information you
5 put on this spreadsheet.

6 A Yes.

7 MR. GRUENBERG: That would be hearsay, Your Honor.

8 THE COURT: You can refresh his recollection of the
9 document and have him -- if you want to go that route.

10 BY MR. FITZGERALD:

11 Q Well, let me do this instead.

12 What other information did you look at -- or excuse
13 me.

14 What was your purpose in compiling all the
15 information that made its way into your spreadsheet?

16 A The purpose was to track how much effort was put
17 into the *Healthy Living* segments.

18 Q All right. And did you conclude which *Healthy*
19 *Living* segments aired when and how they were put together?

20 MR. GRUENBERG: That's leading, your Honor.

21 THE WITNESS: Yes.

22 THE COURT: Overruled. It's foundational.

23 BY MR. FITZGERALD:

24 Q All right. And do you have -- well, did you
25 consider any other information in reaching those
26 conclusions?

27 A Yes. After I completed the spreadsheet, I
28 contacted CNN Newsource and I requested a history of all the

1 THE COURT: What exhibit are we talking about?

2 MR. FITZGERALD: It's a demonstrative exhibit that
3 I would like to display that summarized the findings that
4 the witness has been testifying about.

5 THE COURT: You may ask the witness for his
6 summaries, but I don't want you showing it to the jury. It
7 is hearsay.

8 BY MR. FITZGERALD:

9 Q What is the chart that I handed you?

10 A The chart outlines the numbers I just described,
11 and it goes through all 81 *Healthy Livings*. And then the
12 days -- the Thursdays that Sandra was at the station
13 working, but there was no *Healthy Living*.

14 Q All right. How many Thursdays were there when Ms.
15 Maas was at the station but no *Healthy Living* segment was
16 aired?

17 MR. GRUENBERG: Calls for speculation, Your Honor.

18 THE COURT: Overruled.

19 THE WITNESS: 24.

20 BY MR. FITZGERALD:

21 Q And were there any *Healthy Living* segments that
22 aired under the banner *Healthy Living* but that other
23 reporters did?

24 A Yes.

25 Q How many of those were there?

26 A There were five.

27 Q All right. And how many stories did you determine
28 had actually been enterprised in the way Ms. Maas

1 witness, do we?

2 MR. PANG: We don't. We don't.

3 MR. FITZGERALD: I would like to cross-examine him
4 about why he called me Judge Fitzgerald.

5 THE COURT: Well, I noticed that as well, but I
6 decided not to get involved in that.

7 All right. Mr. -- let me hear from the defense.
8 I'm inclined to let 218 and 219 in for exactly that reason.

9 MR. FITZGERALD: There's no objection.

10 THE COURT: Okay. 218, 219 are admitted.

11 (Court's Exhibits 218 was received.)

12 (Court's Exhibits 219 was received.)

13 MR. FITZGERALD: Your Honor, could I be heard about
14 these demonstratives? Because I want to use them in
15 closing. They summarize the witnesses' testimony.

16 THE COURT: Can I see them, please.

17 MR. FITZGERALD: Yeah. And I want to make sure I
18 don't cross a line.

19 THE COURT: I did notice that Mr. Stone called you
20 Judge -- he called me Judge Fitzgerald, I guess.

21 MR. FITZGERALD: Well, you got a promotion.

22 THE COURT: I guess.

23 All right. All right. What do you want to --
24 what -- do we have these marked?

25 MR. FITZGERALD: No. I want to use them as part of
26 my closing demonstratives.

27 THE COURT: Demonstratives.

28 MR. FITZGERALD: I, frankly, I mean, wanted to use

1 them with the witness because they fairly summarize his
2 testimony, but I didn't get to. I just want to make sure
3 there's nothing --

4 THE COURT: What's the downside of this just being
5 a demonstrative just like all the other demonstratives?

6 MR. GRUENBERG: Because it gives credence to what
7 the witness is saying and --

8 THE COURT: He's testified to it.

9 MR. GRUENBERG: There's this very troublesome claim
10 that he reviewed segments that required minimal effort.
11 That's his -- that's his opinion. I mean, that is so
12 prejudicial.

13 THE COURT: What's a neutral term that we could
14 change, voiceover only?

15 MR. GRUENBERG: It's argumentative and it's --

16 THE COURT: That's what's closing argument is
17 about.

18 MR. GRUENBERG: But this document doesn't need to
19 make that argument.

20 THE COURT: It's not going to the jury. It's being
21 used as a demonstrative for purposes of closing argument.

22 MR. GRUENBERG: Yeah. I think --

23 THE COURT: I'm okay with a more neutral term.
24 But, you know, I pretty much give you guys free rein in
25 argument as long as you don't hit below the belt. So if
26 you're saying "minimal effort" is hitting below the belt,
27 give me a more neutral term. "Voiceover only," something
28 like that.

1 MR. GRUENBERG: That minimizes it even more. He
2 was very unclear about what constituted minimal effort.

3 THE COURT: Well, I sustained a lot of your
4 objections on it.

5 MR. GRUENBERG: Exactly, because it's an inherently
6 nebulous claim. So to put that claim in front of a jury is
7 very prejudicial.

8 MR. FITZGERALD: Well, that's an argument. The
9 witness -- you know, we encountered lots and lots of
10 objections. The witness ultimately did get to testify about
11 what he concluded about those segments --

12 THE COURT: Right.

13 MR. FITZGERALD: -- based on his experience. And
14 his conclusion was that 18 of them required very little
15 effort. And I -- that's testimony that he was qualified to
16 give, and he gave it. And this is a fair summary of it for
17 closing argument. And, of course, there are going to be
18 lots of things in the closing demonstratives, I'm sure on
19 both sides, that are argumentative. It is closing argument.

20 THE COURT: Well, it is argument. While I wouldn't
21 let it be used in the testimony part of the case, I think
22 I'm fine with it for closing argument as demonstrative only.

23 All right. Okay. We'll mark those as exhibits.

24 Okay. We're going to take a short break. I'll be
25 back.

26 (Recess.)

27 THE COURT: Okay. Are we ready to bring the jury
28 back?

1 Exhibit 656.

2 And what is exhibit 656, Ms. Maas?

3 A It's one post from my Instagram account.

4 MS. VALLERO: Mr. Pang, can you go through it. BY

5 MS. VALLERO:

6 Q So it's more than one post; correct?

7 A Yes. It's an incomplete compilation of my

8 Instagram account.

9 MS. VALLERO: All right. Mr. Fitzgerald.

10 Permission to approach, Your Honor?

11 THE COURT: You may.

12 (Court's Exhibit 232 was marked.)

13 BY MS. VALLERO:

14 Q Let me show you what's been premarked for
15 identification as Exhibit 232.

16 Ms. Maas, what is Exhibit 232?

17 MR. FITZGERALD: Your Honor, can we be heard,
18 please.

19 THE COURT: Sidebar. Paula, I don't need you.

20 My estimate that you're going to be done early in
21 the afternoon, forget about it.

22 (Unreported sidebar conference.)

23 THE COURT: Okay.

24 BY MS. VALLERO:

25 Q Ms. Maas, Exhibit 65- -- what was shown as Exhibit
26 656 was an incomplete -- you testified was an incomplete
27 compilation of your Instagram posts; correct?

28 A Correct.

1 Q And how was it that it was incomplete?

2 A Well, they've taken out all of the photos that I
3 have and posts that I have with my ethnically diverse group
4 of friends. And also, all of my posts related to my
5 advocacy for women's rights and helping women in the
6 workplace.

7 MS. VALLERO: Your Honor, move to admit 232 subject
8 to the removal of the posts that we agreed on.

9 THE COURT: I'll admit it.

10 MS. VALLERO: Thank you, Your Honor.

11 (Court's Exhibit 232 was received.)

12 BY MS. VALLERO:

13 Q All right. We -- let me show you what I've
14 premarked as 233.

15 Ms. Maas, what is Exhibit 233?

16 A This is an e-mail from January 26 -- oh, no.
17 That's the date. It's from April 6, 2019, an e-mail between
18 Steve Cohen and myself.

19 MS. VALLERO: Your Honor, move to admit and
20 permission to publish?

21 MR. FITZGERALD: No objection.

22 THE COURT: 233 is admitted.

23 (Court's Exhibit 233 was marked and received.)

24 BY MS. VALLERO:

25 Q All right. And this is in relation to the
26 incident -- the workplace incident that we've heard
27 testimony about relating to your ear; correct?

28 A That is correct.

1 funding before we start the healthcare documentary that I'll
2 be working on. Hopefully, that will come.

3 THE COURT: We covered that.

4 MS. VALLERO: No more questions, Your Honor.

5 THE COURT: Cross-exam.

6

7

CROSS-EXAMINATION

8

BY MR. FITZGERALD:

9 Q Ms. Maas, you've reviewed Exhibit 656, the
10 collection of your Instagram photos; right?

11 A I have.

12 Q And I'd like to show it to you, if we could.

13 And I also have -- is that your copy of 232, your
14 compilation of the Instagram photos?

15 A Correct.

16 MS. VALLERO: Can you tell me which page you're
17 pointing her to, Mr. --

18 MR. FITZGERALD: I haven't gotten to one yet. Bear
19 with me.

20 MS. JANINE-PAGE: Do you want it up on the screen?

21 MR. FITZGERALD: If we could show Exhibit 656 on
22 the screen.

23 BY MR. FITZGERALD:

24 Q And, I'm sorry, I'm not trying to intrude on you
25 here, but you can see that the collection of Instagram
26 photos in Exhibit 656 starts on May 27, 2019; right?

27 A That's what it says, yep.

28 Q And then it goes forward in time June 12, 2019,

1 June 22, 2019, et cetera.

2 Do you see all that?

3 A I do.

4 Q All right. And then you testified that photos of
5 your ethnically diverse friends were removed?

6 A Yes.

7 Q Well, isn't this one on June 5, 2022? Doesn't this
8 include an ethnic -- some ethnically diverse friends?

9 A It does.

10 Q And doesn't -- this one on June 30, 2022, doesn't
11 it include some ethnically diverse friends?

12 A It does. But you've removed some other posts.

13 Q Well, I'll get to that.

14 Doesn't this one on --

15 THE COURT: Ms. Janine-Page, can you please pull
16 that down? It's very confusing during the examination.

17 MS. JANINE-PAGE: I was just trying to catch up
18 with him.

19 THE COURT: Just pull it down. Thank you.

20 BY MR. FITZGERALD:

21 Q December 9, 2022, doesn't this include some
22 ethnically diverse friends?

23 A It does.

24 Q And doesn't this post on whatever date this was, "A
25 very festive Sunday with the Brinkleys," doesn't this
26 include an ethnically diverse friend?

27 A It does. Was that one admitted?

28 Q You're looking at Exhibit 656, ma'am. So your

1 testimony that all of the photos of ethnically diverse
2 friends being removed is false.

3 A You did remove some --

4 MS. VALLERO: Argumentative, Your Honor.

5 THE WITNESS: It's true.

6 THE COURT: Overruled.

7 You may answer, Ms. Maas.

8 THE WITNESS: You did remove some photos.

9 BY MR. FITZGERALD:

10 Q Well, one photo of is one ethnically diverse friend
11 by themselves; right?

12 A No. It was a trailblazing women story that was
13 about the first African-American woman who was a tour guide
14 on safari.

15 Q So your women's rights oriented pictures were
16 removed from the exhibits; right?

17 A Yeah, they're -- I don't see any of them.

18 Q Yeah. And you understand the purpose of this
19 exhibit, don't you, Ms. Maas? Because you were in open
20 court --

21 MS. VALLERO: Argumentative.

22 BY MR. FITZGERALD:

23 Q -- when I gave my opening statement, weren't you?

24 MS. VALLERO: Argumentative, Your Honor.

25 THE COURT: I'll sustain the objection.

26 BY MR. FITZGERALD:

27 Q Were you in court when I gave my opening statement?

28 A I was.

1 Q And did you hear me explain that your Instagram
2 photos reveal a happy person living life, traveling, and
3 doing other things that are inconsistent with your claim of
4 emotional distress? Did you hear me say something to that
5 effect?

6 MS. VALLERO: Argumentative.

7 THE COURT: Overruled as phrased.

8 You may answer.

9 THE WITNESS: I did hear that, but you also
10 didn't -- it wasn't a complete profile of the hard work that
11 I do. You tried to influence it one way, and that's --
12 that's fine. I'm just pointing out to you that that's not
13 the complete picture.

14 BY MR. FITZGERALD:

15 Q We also took pictures out of your children, didn't
16 we? Because you have old pictures of your young children.
17 We removed those from the exhibit, too, didn't we?

18 A I don't know. I'd have to look.

19 MR. FITZGERALD: No further questions.

20 THE COURT: May this witness be excused?

21 MS. VALLERO: Yes, Your Honor.

22 THE COURT: Ms. Maas, you may step down.

23 THE WITNESS: Thank you.

24 THE COURT: Does the plaintiff rest?

25 MR. GRUENBERG: Yes, Your Honor.

26 Right? Yes.

27 THE COURT: Surrebuttal?

28 MR. GRUENBERG: Subject to exhibits.

1 MS. MACKER: Hold on.

2 THE COURT: Off the record.

3 (Discussion held off the record.)

4 THE COURT: All right. No. 6 is withdrawn?

5 MS. MACKER: No. 6 is withdrawn.

6 THE COURT: 7 is withdrawn?

7 MS. MACKER: Yes.

8 THE COURT: 8, I refused.

9 9, intervening positive employment actions.

10 MR. PANG: That's a question of fact.

11 THE COURT: Well, I just -- I think this is -- I
12 think it confuses things more than it helps.

13 MS. MACKER: Your Honor, it's the law about
14 causation. And that's something -- an element that
15 plaintiff will need to prove. This jury instruction goes to
16 rebut the causal element that they will need to show.

17 THE COURT: What's the alleged positive employment
18 action?

19 MS. MACKER: That after her contract -- or after
20 she made the alleged complaint --

21 THE COURT: Right.

22 MS. MACKER: -- that she was then offered a
23 three-year contract and a \$20,000 raise, which were positive
24 employment actions that the jury can consider when negating
25 a finding of causation. There was an intervening
26 positive --

27 THE COURT: Like an intervening, superseding clause
28 from a contract standpoint?

1 MS. MACKER: Precisely.

2 THE COURT: Is there a CACI on it?

3 MS. MACKER: There isn't from an employment
4 standpoint.

5 MS. VALLERO: It's 11- -- go ahead. I'm sorry.

6 MS. MACKER: Oh. Did you -- go ahead if you have a
7 CACI.

8 MS. VALLERO: It's CACI 4603 on the 1102.5. Our
9 burden as the plaintiff is to show by a preponderance of the
10 evidence that her complaint on April 30th, 2018 was a
11 contributing factor to the retaliation.

12 THE COURT: Hold on.

13 MS. VALLERO: Their --

14 THE COURT: You're way ahead of me, Ms. Vallero.
15 I've got to catch up here. 4603.

16 MS. VALLERO: Yes.

17 THE COURT: Ah. All right.

18 MS. VALLERO: 46- --

19 THE COURT: I'm looking at 4603.

20 MS. VALLERO: Perfect. So under 4603, the
21 plaintiff's burden is to show by a preponderance of the
22 evidence under Element 5 that her disclosure on April
23 30th, 2018 was a contributing factor in KUSI's decision to
24 not renew her contract.

25 THE COURT: But -- all right. Oh.

26 MS. VALLERO: And I'd like to point the Court to
27 the proposed Special Jury Instruction No. 9, which is all
28 based on Ninth Circuit law --

1 THE COURT: I noticed that.

2 MS. VALLERO: -- and not -- and it -- it just
3 doesn't go -- this is already -- the burden, the
4 contributing factor, is already spelled out in 4603. I
5 mean, this is not --

6 MR. PANG: It's argument. We could do this all
7 day. There's case law saying that if they make a decision
8 to replace somebody who complains about somebody the next
9 day, that that can be a factor of retaliation, too. But
10 we're not doing that. This is argument.

11 THE COURT: I'm not going to give it.

12 MS. MACKER: Your Honor, if I may quickly.

13 THE COURT: Of course.

14 MS. MACKER: It's a little different than how
15 counsel is representing it, because it's similar to how the
16 Court pointed out like an affirmative defense in a contract
17 action where you have a superseding event that breaks -- as
18 an affirmative defense. That is available as a jury
19 instruction.

20 However, they do not have an employment equivalent
21 for the retaliation, which is where the special comes into
22 place. It is not a -- we don't disagree that it's in the
23 burden, but this is an affirmative defense saying that
24 superseding actions can cut off causation, which informs the
25 jury that they can consider that legally. Of course, we can
26 argue it.

27 THE COURT: Yeah, you can argue it.

28 MS. MACKER: But if they don't know that they can

1 consider it, then they don't know what weight to assign to
2 that argument. So this informs the jury.

3 THE COURT: All right. I'm not going to give it,
4 but what you can do is you can say that there -- that it was
5 not a substantial factor "because look what we did. We said
6 even though she said this, we said 'Here you go. We're
7 giving you a three-year contract.'" So it's -- you can
8 argue it. It's just -- I think the instruction is too
9 confusing. And it is just Federal law. But you can argue
10 it until the cows come home.

11 Okay. No. 10.

12 MR. PANG: No. 10 is going to be similar to No.
13 9.

14 MS. VALLERO: So the reason why this special jury
15 instruction was proposed per Ms. Janine-Page is Ms. Reilly's
16 testimony on the DFEH Workplace Harassment Guide for
17 California employers. And the --

18 THE COURT: Oh, yeah. The three months.

19 MS. VALLERO: -- standard. Yeah. So the standard
20 under HR practices. If you go to Exhibit 161, what I
21 covered with Ms. Reilly --

22 THE COURT: It's under the guidelines.

23 MS. VALLERO: The guidelines.

24 THE COURT: I got it. I'm not going to give it.

25 Okay. Special No. 11 has been withdrawn.

26 Special No. 12 has been withdrawn.

27 Special No. 13, Mr. Pang?

28 MR. PANG: No. 13 is not even an instruction. This

1 out the rest. And then go right into, "Adverse employment
2 actions are not limited to open actions such as termination
3 or demotion. There is an adverse employment action if
4 McKinnon Broadcasting Company," then go on and read the rest
5 of 2509.

6 I think that -- I think that satisfies both sides,
7 and it also reads very -- it reads -- actually, it flows
8 very well. And both sides have their positions.

9 MS. MACKER: We have no objection to that, Your
10 Honor.

11 THE COURT: Ms. Macker, would you please prepare a
12 modified 2509. And you just have to put a period on the
13 last line after "action."

14 MS. MACKER: Yes.

15 THE COURT: Mr. Pang --

16 MR. PANG: Yes.

17 THE COURT: -- should I give this instruction over
18 your objection or do you agree?

19 MR. PANG: I'm going to maintain my objection.

20 THE COURT: Right. All right. So I'll give it
21 over objection, but I actually think it flows rather nicely.

22 All right. So I'm just going to make a note,
23 combined with 2509.

24 Good. Now, we are on to Special No. 13.

25 MS. MACKER: 13 was the -- that one was discussed.

26 THE COURT: All right. And then 14.

27 Oh, this is *Mize, Kerman, and Jaramillo*.

28 MS. MACKER: Yes.

1 THE COURT: Okay. I just -- I -- I think *Jaramillo*
2 is -- is the more recent case, and I'm going to refuse to
3 give this instruction. Interesting facts in *Jaramillo*.

4 MR. PANG: Yeah.

5 THE COURT: I'll leave it at that.

6 And then Special Jury Instruction No. 15. Okay.
7 Don't we have a CACI right on point?

8 MR. PANG: Yeah, it is.

9 THE COURT: What's our CACI?

10 MR. PANG: 2500.

11 THE COURT: Why do we need this one?

12 MR. PANG: It's also argument, because No. 4 of
13 their special instruction says, "MBC either replaced her
14 with substantially younger employees with equal or inferior
15 qualifications or discharged her under circumstances
16 otherwise giving rise to an inference of discrimination." I
17 object to the language "substantially younger employer."
18 It's not California law. It might be Ninth Circuit law.
19 It's not California law.

20 MS. MACKER: If that's not California law, we've
21 never seen the law that Mr. Pang is representing to the
22 Court. We'd ask that he provide it.

23 MR. PANG: No.

24 THE COURT: I'm not going to give it because we
25 have 2500.

26 MS. MACKER: Your Honor, if I just may make a
27 record of this. 2500 relates to disparate treatment,
28 essential factual elements. It's not specific to age

1 Honor, that the Equal Pay Act statute of limitations be
2 given when you give 2740, 41, and 42.

3 THE COURT: Okay.

4 MS. JANINE-PAGE: That the discrimination, both age
5 and --

6 THE COURT: We'll go through all that when we put
7 them all together.

8 MS. JANINE-PAGE: Okay.

9 THE COURT: Good.

10 All right. Special Instruction No. 17, salary
11 negotiation, do you see that one?

12 MR. PANG: I do now, Your Honor.

13 THE COURT: And?

14 MR. PANG: No. It's -- it's -- I'll start it's
15 Fifth Circuit law. This is -- this -- I'm sure they're
16 going to argue this. Just let them argue it. This is --

17 THE COURT: Okay. Is there any California law on
18 point?

19 MR. PANG: No.

20 MS. MACKER: Your Honor, I wouldn't feel
21 comfortable answering that because I haven't done a deep
22 dive into that issue.

23 THE COURT: Is there any CACI on point?

24 MS. MACKER: No.

25 THE COURT: There's no -- if there's no California
26 law or CACI on point, I'm not going to give it.

27 MR. PANG: Okay.

28 THE COURT: You can always argue it, but I'm not

1 going to give it, all right?

2 MS. MACKER: Your Honor, just for our Special
3 Instruction No. 18 as phrased, we had a sentence that said
4 the statute of limitations period for Equal Pay Act for two
5 years -- or is two years unless you find that it's willful
6 as defined in other instructions.

7 THE COURT: Right. And I plan on giving willful.

8 MS. MACKER: Okay.

9 THE COURT: I think it helps you as well.

10 MR. PANG: Okay.

11 MS. JANINE-PAGE: So you had reserved on 5, and now
12 you're going to give it?

13 THE COURT: On willful, yeah. I'm going to give
14 willful.

15 MS. JANINE-PAGE: Thank you.

16 THE COURT: And I'll give it right after that
17 Special No. 18.

18 MS. JANINE-PAGE: Okay.

19 MS. MACKER: Okay.

20 THE COURT: Okay. Now, what's left? Do we have
21 any more specials?

22 MS. JANINE-PAGE: 30- -- oh.

23 MS. MACKER: You reserved on No. 1.

24 THE COURT: Oh, yeah. Hold on. I'll come back to
25 those.

26 Unequal starting salaries. And this is *Hall*.

27 MR. PANG: *Hall* -- *Hall* doesn't say that. They
28 quote *Hall* here, and it says that at the time the statute

EXHIBIT K

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

DEPARTMENT 65

BEFORE HON. RONALD F. FRAZIER, JUDGE

SANDRA MAAS,

) CERTIFIED TRANSCRIPT

Plaintiff,

) No. 37-2019-00032336-CU-OE-CTL

vs.

McKINNON BROADCASTING
COMPANY, KUSI-TV 51,

Defendants.)

) TRIAL

REPORTER'S TRANSCRIPT

March 8, 2023

APPEARANCES:

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1 legal department to provide me with the legal opinion on
2 what my options are. If I have any option legally given
3 the circumstances of what has occurred, I will protect
4 your privacy rights.

5 MR. BYRNES: Let me just close by saying I think
6 any violation of these privacy rights will cause me
7 detrimental harm, irreparable harm. I mean, it could
8 really cost me hundreds of thousand of dollars potentially
9 if I were to get another job somewhere else and another
10 employer might look and say, "Oh, he made this. I don't
11 need to offer him any more." It could be huge for me and
12 my future, Your Honor.

13 THE COURT: I understand.

14 MR. BYRNES: Thanks for listening to me.

15 THE COURT: You're most welcome, and I'll do what
16 I can, sir.

17 MR. BYRNES: Thank you.

18 THE COURT: Okay. Thank you, Mr. Byrnes.

19 (Logan Byrnes exits the courtroom.)

20 (Pause in proceedings.)

21 MS. JANINE-PAGE: So on the record,
22 Mr. Fitzgerald is renewing his request, Your Honor, for
23 two hours. And he's also asking that both parties have
24 equal amount of time. He has cut down his opening. But
25 given the complexities of this case and everything that he
26 feels he has to do in order to represent his client, he's
27 asking for two hours for his closing argument.

28 THE COURT: Okay.

1 MS. JANINE-PAGE: And equal time for both
2 parties.

3 THE COURT: So noted.

4 (Pause in proceedings.)

5 THE COURT: Okay. I'm ready.

6 MR. GRUENBERG: So the problem with 2509 is the
7 first paragraph is completely an argument. Their whole
8 argument in this case is that, "Oh, we didn't terminate
9 her. And our failure to not renew is not an adverse
10 employment action."

11 THE COURT: Well, that's what they're saying.

12 MR. GRUENBERG: Exactly. And that's what the
13 first paragraph says. That's an argument. It says --

14 THE COURT: So it says -- I mean, it's right out
15 of CACI.

16 MR. GRUENBERG: No, it's not.

17 THE COURT: Okay.

18 MR. GRUENBERG: It's not at all.

19 MR. PANG: It was a special. So what's the first
20 full paragraph there was a special instruction that the
21 Court merged with the otherwise CACI. So the first
22 sentence is fine. That's CACI. The last paragraph is
23 fine. That's CACI. But the middle one is what the Court
24 added. The Court added defendants' special instruction,
25 which is -- there are a lot of reasons why -- there are a
26 few reasons why it's -- it's inaccurate and it's argument.

27 But the main problem is that the parties agreed
28 three weeks ago that the adverse employment action is a

1 MS. JANINE-PAGE: Thank you, Your Honor.

2 THE COURT: I'll put it right before 2500. Okay.

3 MS. JANINE-PAGE: Thank you, Your Honor.

4 THE COURT: Any objections to the instructions as
5 proffered other than what you've already raised before?

6 MR. PANG: No, Your Honor.

7 MS. MACKER: No, Your Honor.

8 THE COURT: All right. Are we ready to bring the
9 jury in?

10 MR. FITZGERALD: Your Honor --

11 THE COURT: Mr. Fitzgerald, you wanted to be
12 heard.

13 MR. FITZGERALD: I did. I asked plaintiff's
14 counsel for his closing slides. He's declined to give
15 them to me. I see the first page is a picture that's not
16 in evidence. I don't want to make a big deal and litigate
17 the closing --

18 THE COURT: So I made it very clear that before
19 you show anything to the jury, you exchange. If you
20 haven't exchanged it, you don't get to show it to the
21 jury. I made that very clear from the day we started.

22 And the reason is the other side has to have a
23 right to object. I do not want a bunch of interruptions
24 during closing argument.

25 We'll take a 15-minute break, you exchange
26 slides, and then we'll get started.

27 MR. GRUENBERG: Okay.

28 THE COURT: Good.

1 (Recess.)

2 THE COURT: Mr. Fitzgerald, we need to get
3 started.

4 MR. FITZGERALD: I have objections to three
5 slides. Slides 10, 42, and 48.

6 THE COURT: 10, 42, and 48. Could I see 10, 42,
7 and 48, please.

8 MR. GRUENBERG: Surely.

9 THE COURT: Do you have a printed copy?

10 MR. GRUENBERG: We can put it up.

11 THE COURT: That's fine. If you want to just put
12 it up on my screen, you can do that.

13 MR. GRUENBERG: Sure.

14 THE COURT: Let's take a look at 10.

15 MR. GRUENBERG: I think the screens are all
16 facing the Court.

17 THE COURT: That's fine.

18 Would it be okay if we -- can you put it right
19 here? That would be great.

20 (Discussion held off the record.)

21 THE COURT: What's wrong with it?

22 MR. FITZGERALD: I don't believe Mr. Cohen gave
23 the testimony quoted in the lower right-hand corner.

24 THE COURT: I think he did. I have a
25 recollection that he did. So that's overruled.

26 MR. FITZGERALD: Slide 42.

27 THE COURT: Yes, please.

28 MR. FITZGERALD: It's inflammatory and

1 reason for subjecting Sandra Maas to an adverse employment
2 action by not renewing her contract was also a substantial
3 motivating reason, then you must determine whether
4 McKinnon Broadcasting Company has proven that it would
5 have subjected Sandra Maas to an adverse employment action
6 by not renewing Sandra Maas's contract anyway at the time
7 based on such reason even if it had not been substantially
8 motivated by discrimination.

9 In determining whether McKinnon Broadcasting
10 Company's stated reason to subject Sandra Maas to an
11 adverse employment action by not renewing Sandra Maas's
12 contract was a substantial motivating reason, determine
13 what actually motivated McKinnon Broadcasting Company, not
14 what it might have been justified in doing.

15 If you find that McKinnon Broadcasting subjected
16 Sandra Maas to an adverse employment action by not
17 renewing Sandra Maas's employment contract for a
18 discriminatory reason, you will be asked to determine the
19 amount of damages that she is entitled to recover.

20 If, however, you find that McKinnon Broadcasting
21 Company would have subjected Sandra Maas to an adverse
22 employment action by not renewing her contract anyway at
23 the time because of Ms. Maas's broadcasting style, work
24 ethic, work quality, attitude, or job dissatisfaction,
25 then Sandra Maas will not be entitled to reinstatement,
26 back-pay, or damages.

27 In California, employment is presumed to be at
28 will. That means an employer may discharge or take any

1 other adverse employment action against an employee for no
2 reason or for a good, bad, mistaken, unwise, or even
3 unfair reason as long as its action is not for a
4 discriminatory and/or retaliatory reason.

5 Sandra Maas claims that she was paid at a wage
6 rate that is less than the rate paid to employees of the
7 opposite sex. To establish this claim, Sandra Maas must
8 prove all of the following:

9 One, that Sandra Maas was paid less than the rate
10 or rates paid to a person or persons of the opposite sex
11 working for McKinnon Broadcasting Company.

12 That Sandra Maas was performing substantially
13 similar work as the other person or persons considering
14 the overall combination of skill, effort, and
15 responsibility required.

16 That Sandra Maas was working under similar
17 working conditions as the other person or persons.

18 McKinnon Broadcasting Company claims that it was
19 justified in paying Sandra Maas a wage rate that was less
20 than the wage rate paid to employees of the opposite sex.

21 To establish this defense, McKinnon Broadcasting
22 must prove all of the following:

23 That the wage differential was based on one or
24 more of the following factors: A seniority system, a
25 merit system, a system that measures quantity or quality
26 of production, any other job-related factor other than
27 sex, including experience, professional achievements and
28 recognition, talent, broadcasting style, work ethic, or

1 attitude.

2 That each factor was applied reasonably.

3 And that the factor or factors that McKinnon
4 Broadcasting Company relied on account or accounts for the
5 entire wage differential.

6 For the period of time before January 1, 2017,
7 California law did not specifically prohibit an employer
8 from using an individual's prior salary to justify any
9 disparity in compensation. So for that period, you may
10 choose to consider or not consider an individual's prior
11 salary in determining if plaintiff has established a
12 violation of the Equal Pay Act for this period.

13 Between January 1, 2017 and January 1, 2019,
14 California law stated prior salary shall not by itself
15 justify any disparity in current compensation.

16 And for the period of January 2019 and beyond,
17 California law states prior salary does not justify any
18 disparity in current compensation unless any wage
19 differential resulting from that compensation decision is
20 justified by one or more bona fide factors.

21 McKinnon Broadcasting Company claims that
22 experience, professional achievements and recognition,
23 talent or broadcasting style, work ethic and attitude are
24 legitimate factors other than sex that justify paying
25 Sandra Maas at a wage rate less than that paid to other
26 employees of the opposite sex.

27 One or more of these factors justify the pay
28 differential only if McKinnon Broadcasting Company proves

1 the following:

2 One, that the factors is not based on or derived
3 from a gender-based differential in compensation.

4 Two, that the factor is job-related with respect
5 to Sandra Maas's position as a news anchor.

6 Three, that the factor is consistent with a
7 business necessity.

8 A business necessity means an overriding
9 legitimate business purpose such that the factor
10 effectively fulfills the business purpose it is supposed
11 to serve. This defense does not apply, however, if Sandra
12 Maas proves that an alternative business practice exists
13 that would serve the same business purpose without
14 producing the pay differential.

15 If you find in favor of Sandra Maas for her claim
16 under the Equal Pay Act, McKinnon Broadcasting Company
17 contends that all or part of Sandra Maas's claimed damages
18 are barred by the statute of limitations. A civil action
19 to recover wages under the Equal Pay Act may be commenced
20 no later than two years after the cause of action occurs,
21 except that a cause of action arising out of a willful
22 violation may be commenced no later than three years after
23 the cause of action occurs.

24 I'll repeat that last one.

25 The civil action to recover wages under the Equal
26 Pay Act may be commenced no later than two years after the
27 cause of action occurs, except that a cause of action
28 arising out of a willful violation may be commenced no

1 Maas's employment with McKinnon Broadcasting Company.

2 The new position was substantially inferior to
3 Sandra Maas's former position.

4 The salary, benefit, and hours of the job
5 were similar to Sandra Maas's former job.

6 The new position required similar skills,
7 background, and experience.

8 The job responsibilities were similar.

9 And the job was in the same locality.

10 In deciding whether Sandra Maas failed to make
11 reasonable efforts to retain comparable employment, you
12 should consider whether Sandra Maas quit or was discharged
13 from that employment for a reason within her control.

14 You must not consider or include as any part of
15 your award attorneys' fees or expenses that the parties
16 incurred in bringing or defending this lawsuit.

17 Sandra Maas claims that McKinnon Broadcasting
18 Company subjected her to an adverse employment action by
19 not renewing her contract in retaliation for her
20 disclosure of information of an unlawful act. In order to
21 establish this claim, Sandra Maas must prove all of the
22 following:

23 That McKinnon Broadcasting Company was Sandra
24 Maas's employer.

25 That Sandra Maas disclosed information to a
26 person with authority over Sandra Maas to another employee
27 who has authority to investigate, discover, or correct the
28 information or noncompliance.

1 That she was paid less than a male or male
2 employees although she performed substantially similar
3 work as the other person or persons considering the
4 overall combination of skill, effort, and responsibility
5 required while working under similar working conditions as
6 the other person or persons.

7 That Sandra Maas had reasonable cause to believe
8 that the information disclosed a violation of State
9 statute.

10 That McKinnon Broadcasting subjected her to an
11 adverse employment action by not renewing Sandra Maas's
12 contract.

13 That Sandra Maas's disclosure of information to a
14 person with authority over the employee or to another
15 employee who has authority to investigate, discover, or
16 correct the violation for noncompliance that she was paid
17 less than a male employee or male employees, although she
18 performed substantially similar work as the other person
19 or persons considering the overall combination of skill,
20 effort, and responsibility required was a contributing
21 factor in McKinnon Broadcasting Company's decision to
22 subject her to an adverse employment action by not
23 renewing Sandra Maas's contract.

24 That Sandra Maas was harmed.

25 And that McKinnon Broadcasting's conduct was a
26 substantial factor in causing Sandra Maas's harm.

27 Let me see counsel side- -- we're almost
28 finished, folks. Let me see counsel sidebar.

1 (Unreported sidebar conference.)

2 THE COURT: Give me just one second, folks.

3 Mr. Pang, which one is it? Should be under
4 causation.

5 MR. PANG: I have 430, Your Honor.

6 THE COURT: Thank you. Would you please send an
7 e-mail to madam clerk with that instruction.

8 MR. PANG: Yes, Your Honor.

9 THE COURT: All right. We're almost done.

10 I've used the term "substantial factor" several
11 times. A substantial factor in causing harm is a factor
12 that is a -- that a reasonable person would consider to
13 have contributed to the harm. It must be more than a
14 remote or trivial factor. It does not have to be the only
15 cause of the harm. Conduct is not a substantial factor in
16 causing harm if the same harm would have occurred without
17 that conduct.

18 All right. If Sandra Maas proves that her
19 disclosure of information of an unlawful act was a
20 contributing factor to McKinnon Broadcasting Company
21 subjecting her to an adverse employment action by not
22 renewing her contract, McKinnon Broadcasting is not liable
23 if it proves by clear and convincing evidence that it
24 would have subjected her to an adverse employment action
25 by not renewing Sandra Maas's contract anyway at that time
26 for legitimate independent reasons.

27 The statute of limitations period applicable to
28 Sandra Maas's whistleblower retaliation claim is three

1 want to take a moment to reflect on the importance of this
2 case, why each of us sitting and standing in this
3 courtroom has a vested interest in this case.

4 This is an important case. This is a case that
5 screams out for punitive damages. Because the conduct
6 that we have witnessed here while Ms. Maas was employed at
7 the station and the things that have been said about her
8 in this courtroom should never be allowed to stand.

9 We are already familiar with phrases like "gender
10 discrimination," "equal pay," "retaliation" because we
11 hear about those things in headlines. We read about them
12 in the newspapers. There are movies about them.

13 But what we haven't seen, what goes unsaid in the
14 headlines is just how deeply rooted those problems are in
15 the corporations in this country and in this corporation
16 and how they remote -- remain woven into the fabric of
17 their culture and how these systemic inequalities are
18 silenced. This is just one of many cases, one of many
19 cases that typically go unheard and unaddressed.

20 Now, when you look into the details of this case,
21 you see a clear theme of inconsistency that runs through
22 the defense and the defense witnesses and sadly through
23 KUSI leadership, Mike McKinnon, Jr. and Mike McKinnon, Sr.
24 These are the decision-makers in this company for the last
25 50 years. This is a case that is relevant not just to
26 Ms. Maas, but to women who suffer pay disparity all over
27 this country.

28 Now, the defense can slice and dice the facts of

1 disengaged, trying to claim that she had a bad attitude,
2 and this was all untrue.

3 And this is the type of behavior that undermines
4 this law, this type of -- the claims they've made about
5 Ms. Maas undermine our laws. Because if what they've said
6 about her is allowed to stand, they're going to ruin a
7 34-year broadcasting career and her reputation.

8 So let's take a look at the way that Ms. Maas was
9 described before she filed her lawsuit or within a couple
10 days of when she filed her lawsuit while she was working
11 at KUSI.

12 Now, before we go into this, I'm going to save
13 Mr. Denton and I'm going to save Ms. Burger. So let's
14 look at the way that Ms. Maas was described before she
15 filed her lawsuit.

16 A class act. The Diane Sawyer of San Diego. The
17 best female anchor in the market. The face of the
18 station. Mr. Cohen said when she was paired with
19 Ms. Laurel, TV gold. Logan Byrnes described her as kind.
20 Mr. McKinnon, a great girl, a rising star. Mr. Rudy
21 texted her "Your reputation is to take the high road."
22 Ms. Luck, "This has nothing to do with your performance."
23 "You and Allen are both outstanding," said Mr. Cohen.

24 When Mr. Brown within days found out about the
25 lawsuit, his response was nothing like his testimony from
26 the stand. His response was, "You go, girl." Allen
27 Denton was not a harder worker than Ms. Maas, said
28 Mr. Cohen. Mr. Cohen also said Maas actually did more

1 work for KUSI than Denton considering she did the *Healthy*
2 *Living* segment.

3 Now, let's take a look at the way Ms. Maas was
4 described after she filed her lawsuit. Artificial. Now,
5 folks, I lead with this word because personally I find
6 this the most offensive and the most sexist and the most
7 untrue. Diffident. This was Mr. Fitzgerald's word from
8 his opening. And I had to look it up. *Webster's*
9 *Dictionary* defines diffident as "Lack of self-confidence,
10 reserved, unassertive, or distrustful." Folks, Ms. Maas
11 is none of those things.

12 Lacking gravitas. Gravitas is a serious or a
13 commanding presence. Again, sexist and untrue.
14 Disengaged. Uninterested. She was described as a diva,
15 lacking work ethic, lacking command, lacking unscripted
16 capabilities.

17 Folks, was there -- we've -- over four weeks, I
18 think it's safe to say that all of us believe that the
19 queen of chitchat was this woman. No one better at
20 cross-talk than Ms. Maas working on -- off an unscripted
21 situation.

22 Mr. Cohen described Ms. Maas as a utility player.
23 Seriously? You're going to put a utility player on your
24 prime time newscast for nine years? No.

25 So was what they were saying about her true
26 before she filed her lawsuit or is what they've said about
27 her in the courtroom true? I think we know the answer to
28 that.

1 within 24 hours of Ms. Maas writing Exhibit 2? Mr. Cohen
2 reaches out to Anna Laurel's agent, Peter Goldberg, and
3 says, "We have an immediate opening, evening anchor."
4 Within 24 hours.

5 Now, was that document turned over to us in
6 discovery? No. We got it halfway through this trial
7 because Ms. Laurel and Ms. Maas, they go --

8 MR. FITZGERALD: Objection, Your Honor. There's
9 no evidence of this.

10 THE COURT: I'll sustain it.

11 MR. GRUENBERG: We found out about that document
12 in the trial.

13 MR. FITZGERALD: Same objection. Move to strike.

14 THE COURT: I'll sustain it.

15 MR. GRUENBERG: And what that document is
16 evidence of is that within 24 hours, KUSI had made a
17 decision to end its relationship with Ms. Maas. If they
18 were able to come to terms with Ms. Laurel, Ms. Maas would
19 have been terminated in 2018. But this is the timeline,
20 right? Ms. Vallero took you through this. There's the
21 complaint on April 30th. Mr. Cohen's e-mail to Agent
22 Goldberg. There's the meetings, the meeting with luck.

23 And what this indicates is that there was the
24 complaint of discrimination, Cohen reaches out to
25 Goldberg, and then there's the meeting on May 1. And Mike
26 McKinnon e-mails Sandra Maas stating her claim is
27 inaccurate.

28 There were the meetings where Ms. Luck actually

1 alternative way where they can still be operating in the
2 world of capitalism, where they're trying to make as much
3 money as possible. But do it the right way and not
4 discriminate.

5 And that is to actually do the work beyond "I
6 think this person would be good." Because if that were
7 the case, ladies and gentlemen, women and people of color
8 would be -- would be in a very bad position because --

9 MR. FITZGERALD: Objection, Your Honor; improper.

10 THE COURT: I'll sustain that.

11 MR. PANG: They could have done market studies.
12 That's what Mr. Cohen said in his book, that he did market
13 studies when he was evaluating Connie Chung. They could
14 have evaluated Nielsen minute-by-minute ratings over a
15 broader sample size to see if there's a difference in what
16 is making the company money.

17 They did none of that. We're just relying --
18 they're asking you to rely purely on their subjective --
19 subjective reasons as to what they're saying now in 2023
20 they were evaluating from 2010 to 2019. And that is not
21 enough.

22 One more thing. He keeps referencing the market
23 and market value. I didn't think that I would be
24 discussing capitalism after I graduated from college, but
25 here we are. This is not exactly the free market. This
26 is not Manny Machado versus other players.

27 The key difference is that at KUSI, there's
28 complete pay secrecy. That's the difference. They don't

1 okay. Women are allowed to be a little feisty. We don't
2 have to be, you know, demure or whatever all the time.
3 She was fun. She was a good journalist. She was easy to
4 produce for.

5 "She did *San Diego People* and it was like throw
6 in a couple of questions. Sandra will take it from there.
7 I -- I don't know. I can't really say enough nice things
8 about Sandra. It's -- in this business, you see a lot.
9 I've been doing this 18½, almost 20 years. And, you know,
10 I'm not a supporter of every person I've always worked
11 with before, but Sandra I am."

12 If you believe that they crafted a narrative that
13 was intentionally false and intentionally tried to slander
14 her, that is malice and oppression.

15 MR. FITZGERALD: Objection, Your Honor;
16 litigation privilege. It's not a proper argument.

17 MR. PANG: What?

18 THE COURT: I don't think he's referring it to
19 you, Mr. Fitzgerald. So I'll overrule the objection.

20 MR. PANG: If you believe KUSI crafted a --
21 intentionally crafted a narrative that was false, you can
22 look at the definition of malice and oppression under the
23 punitive damages clause. **And we need you, members of the**
24 **jury, to put "Yes" on the punitive damages box to punish**
25 **them for what they have done to Sandra Maas and other**
26 **women in the community.**

27 Thank you very much for your time.

28 THE COURT: Mr. Pang, would you take the sheet

EXHIBIT L

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

DEPARTMENT 65

BEFORE HON. RONALD F. FRAZIER, JUDGE

SANDRA MAAS,

) CERTIFIED TRANSCRIPT

)

Plaintiff,

) No. 37-2019-00032336-CU-OE-CTL

)

vs.

)

McKINNON BROADCASTING
COMPANY, KUSI-TV 51,

)

)

Defendants.)

TRIAL

)

REPORTER'S TRANSCRIPT

February 22, 2023

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1 But in your book, you write about how in your
2 50 years -- or at the time 40 years of experience, there's
3 been an evolution of demographics of people behind the
4 camera; correct?

5 A Yes.

6 Q And it used to be traditionally only white men;
7 correct?

8 A That's correct.

9 Q And over the years and over the decades, we've
10 progressed to have women, people of color now be behind
11 the camera; correct?

12 A Certainly.

13 Q And so if you use years of experience behind a
14 camera, that generally tends to disadvantage women;
15 correct?

16 MR. FITZGERALD: Objection; relevance, 352.

17 MR. PANG: This goes to -- this goes to the part
18 of their criteria of experience.

19 THE COURT: So let me see counsel back in my
20 chambers, please. And Paula, I'll need you.

21 (Sidebar conference reported as follows:)

22 THE COURT: Could I have the question read back,
23 please, Paula.

24 (Record read.)

25 THE COURT: Paula, before that.

26 Were you reading from his book to set up the
27 question?

28 MR. PANG: I wasn't, but I had read it in his

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19 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
20 **COUNTY OF SAN DIEGO**

21 SANDRA MAAS, an individual,

22 Plaintiff,

23 v.

24 MCKINNON BROADCASTING CO. KUSI-
25 TV 51, a California Corporation; and DOES 1
26 through 25, Inclusive,

27 Defendant.

Case No.: 37-2019-00032336-CU-OE-CTL

28 **MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
DEFENDANT'S MOTION FOR NEW
TRIAL**

Date: TBD
Time: TBD
Judge: Hon. Ronald F. Frazier
Dept.: C-65

Case Filed: June 25, 2019

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7	<i>Scala v. Jerry Witt & Sons, Inc.,</i>	
8	3 Cal. 3d 359 (1970)	8
9	<i>Soule v. General Motors Corp.,</i>	
10	8 Cal. 4th 548 (1994)	12
11	<i>Valdez v. J. D. Diffenbaugh Co.,</i>	
12	51 Cal. App. 3d 494 (1975)	8
13	State Statutes	
14	Cal. Labor Code § 1102.5	6
15	C.C.P. § 657	7
16	C.C.P. § 657 (6)	13
17	C.C.P. § 657 (1) (7).....	8, 12
18	C.C.P. § 657 (5) (6).....	8
19	Other	
20	Cal. Practice Guide: Civil Trials and Evidence (The Rutter Group 2022)	11
21	FEDERAL CASES	
22	<i>Clark County Sch. Dist. v. Breeden,</i>	
23	532 U.S. 268 (2001).....	13
24	<i>Ghirmai v. Nw. Airlines, Inc.,</i>	
25	131 F. App'x 609 (9th Cir. 2005)	13
26	<i>Latino Officers Ass'n v. City of New York,</i>	
27	No. 99 Civ. 9568 WL 22300158 (S.D.N.Y. Oct. 8, 2003)	10
28	<i>Manatt v. Bank of Am.,</i>	
	339 F.3d 792 (9th Cir. 2003)	13
	<i>Stanley v. University of Southern California,</i>	
	178 F.3d 1069 (9th Cir. 1999)	14

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I. INTRODUCTION

One wouldn't know it from plaintiff's trial presentation, or from the publicity over the trial, but this case was not about women's rights. It was not supposed to be about women's rights, anyway. It was supposed to be about one woman's rights. And it was supposed to be about KUSI-TV's right to make judgments about the value of its on-air performers—based on their talent, experience, work ethic, and attitude. As the Court itself put it, the parties were to “keep this case on Ms. Maas versus KUSI.” Fitzgerald Declaration, Ex. A (Tr. 69:20-21 [02/06/2023]).

But plaintiff Sandra Maas and her counsel made this case about much more than just Ms. Maas. Instead of heeding the Court's admonition, they made a series of calculated appeals to broader social justice concerns. They interjected supposed cases of gender bias by KUSI against other women, despite the Court's *in limine* motion ruling excluding “me too”-type evidence. They repeated improper questions about the overall “pay gap” between men and women “in this country.” They asked questions about older male/younger female anchor teams at “stations like KUSI.” They invoked racial discrimination in a case having nothing to do with race. All this (and more) was coupled with significantly misstating evidence in closing argument. Through these tactics, plaintiff's team obtained a tainted verdict, which would have come out differently had they played by the rules. For this and the other reasons set forth below, the Court should grant a new trial to defendant McKinnon Broadcasting Co. (“MBC”).

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II. FACTS

A. Irregularities and Improprieties at Trial

1. Injecting Broader Social Inequities and Other Women at KUSI

In opening, closing, witness examination, and testimony, Maas and her lawyers sought to make her individual case about broader social wrongs. And in so doing, they repeatedly invited the jury to decide the case on that improper basis. This effort started with opening statement, where Ms. Vallero described plaintiff as a “champion of women's rights.” Ex. B

1 (Tr. 29:26 [2/14/2023]).¹ And it continued to the end. In his closing argument, Mr. Gruenberg
2 said that “each of us sitting and standing in this courtroom has a vested interest in this case.”
3 Ex. K (Tr. 52:2-3 [03/08/2023]). He told the jury that news headlines about gender
4 discrimination, unequal pay and retaliation don’t fully reflect “just how deeply rooted those
5 problems are in the corporations in this country and in this corporation and how they . . .
6 remain woven into the fabric of their culture and how these systemic inequalities are silenced.
7 This is just one of many cases, one of many cases that typically go unheard and unaddressed.”
8 *Id.* (Tr. 52:14-19 [03/08/2023]). He opined: “This is a case that is relevant not just to Ms. Maas,
9 but to women who suffer pay disparity all over this country.” *Id.* (Tr. 52:25-27 [03/08/2023]).
10 And he said all this while showing the jury a PowerPoint slide of a crowd of protesters holding
11 signs demanding “Equal Pay” and asking, “When will this change?” Fitzgerald Dec. ¶ 23, Ex.
12 6.

13 This effort to prejudice the jury through appeals to social justice also took place during
14 questioning and testimony. For example, Mr. Gruenberg posed a series of six questions to Mike
15 McKinnon Jr. about whether KUSI ever ran news stories on “the pay gap [between men and
16 women] in this country” or whether Mr. McKinnon thought the issue was important. Ex. D (Tr.
17 112:7 – 113:16 [02/16/2023]). Four of these six questions were objected to, and those
18 objections were sustained. *Ibid.* Ignoring the Court’s obvious line-drawing on such improper
19 questions, Mr. Gruenberg persisted. And so the damage was done.

20 Maas herself repeatedly interjected comments about how her case was related to the
21 plight of women, both generally and at KUSI. For example, she gratuitously offered, in
22 response to a question about her lawsuit seeking money damages: “What I’m seeking in this
23 lawsuit, to expose McKinnon Broadcasting Company for what it is. They are not a friend of
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25 ¹ All excerpts from the Reporter’s Transcript (“Tr.”) are attached to the accompanying
26 Fitzgerald Declaration. The excerpts are separated by day, bear single letter designations for
27 each day, and are cited as “Ex. [letter]” with the page and line numbers cited and the date of the
28 proceeding in parentheses and brackets. Admitted trial exhibits are also attached to that
declaration, with the same exhibit numbers they were assigned at trial, and are cited herein as
“Ex. [number].” Other, non-trial exhibits are numbered, using numbers not used for admitted
trial exhibits.

1 women.” Ex. G (Tr. 84:20-22 [03/01/2023]). To a repeat of that question, she interjected
2 improper “me too”-type evidence: “My story is not unusual at McKinnon Broadcasting
3 Company. There are other women in that newsroom who are afraid to share what happened to
4 them.” *Id.* (Tr. 85:26 – 86:7 [03/01/2023]). A motion to strike was made, but only partially
5 granted. *Ibid.* Again, the damage was done. Maas also responded to a question about whether
6 she sought support for her case from friends with the following: “I haven't worked to find
7 people to support my case. Women in the community who understand – why are you rolling
8 your eyes? It's true. People in the community understand what it's like to be undervalued and
9 underpaid in 2023. And if it didn't happen to them in 2023, it happened to them sometime.” *Id.*
10 (Tr. 122:17-22 [03/01/2023]). To a similar question about seeking support: “Female journalists
11 at KUSI when they got wind of my lawsuit, Sasha Foo told me she hadn't had a raise in 13
12 years. . . . Ashlie Rodriguez –” *Id.* (Tr. 123:5-15 [03/01/2023]). Defendant’s counsel moved to
13 strike these interjections naming other women broadcasters at KUSI, but the Court made no
14 ruling – and so the harm was not even partially addressed. *Ibid.* Or, describing her last day at
15 KUSI: “I had a game face on when women would come up to me telling me their own stories.”
16 Ex. F (Tr. 139:21-23 [02/28/2023]). Maas’s efforts were deliberate. She was present at every
17 hearing in this case, including when the Court ruled that “me too”-type evidence and
18 accusations of other women, and people of color, would not be permitted. *See* Ex. A (Tr. 87:24
19 – 98:26 [02/06/2023]). Maas enthusiastically blew past that boundary, in a calculated attempt to
20 sway the jury to her side. And to sum up all this effort, here are Maas’s counsel’s final words in
21 rebuttal closing: “And we need you, members of the jury, to put ‘Yes’ on the punitive damages
22 box to punish them for **what they have done to Sandra Maas and other women in the**
23 **community.**” Ex. K (Tr. 124:23-26 [03/08/2023]) (emphasis added).

24 Cynically, Maas and her counsel also interjected race into a case having nothing to do
25 with race, but where the jury was multi-racial. In Maas’s rebuttal testimony, elicited by Ms.
26 Vallero, Maas falsely accused MBC’s counsel of eliminating photos of her with her “ethnically
27 diverse friends” from an exhibit compiled from Maas’s Instagram account. Ex. J (Tr. 234:17 -
28 235:20 [03/07/2023]). The accusation was inflammatory, irrelevant, and prejudicial. It was also

1 false. *Id.* (Tr. 239:8 – 241:8 [03/07/2023]); Fitzgerald Dec. ¶ 5; Exs. 19 and 656. Plaintiff’s
2 “race card” ploy also failed to account for the purpose of the exhibit in the first place – to show
3 that Maas was happy and not suffering emotional distress. Ex. J (Tr. 239:8 – 242:18
4 [03/07/2023]). Nevertheless, plaintiff’s counsel in rebuttal closing urged the jury to reject a
5 proposition because “if [it] were the case, women and people of color” would be “in a very bad
6 position.” Ex. K (Tr. 118:6-10 [03/08/2023]). Again, an objection was raised, and sustained –
7 but the insinuation was made. *Ibid.*

8 Finally, Mr. Gruenberg showed a closing slide that purported to quote testimony from
9 KUSI news director Steve Cohen – of something Cohen just did not say. Fitzgerald Dec. ¶ 4(c);
10 Ex. 10. MBC’s counsel objected that the slide misstated the evidence, but the Court overruled
11 the objection. Ex. K (Tr. 17:22-25 [03/08/2023]).² Maas’s counsel displayed the slide during
12 closing, and quoted Cohen as testifying that “Maas actually did more work for KUSI than
13 Denton considering she did the Healthy Living segment.” *Id.* (Tr. 57:28 - 58:2 [03/08/2023]).
14 But Cohen never said that. Fitzgerald Dec. ¶ 4(c). That misstatement of evidence was highly
15 prejudicial to MBC, because it related directly to a key tenet of MBC’s defense, which was that
16 Allen Denton worked harder than Maas. The prejudice of this error was compounded by the
17 Court’s refusal to allow MBC’s counsel to use demonstrative exhibits during examination of
18 Mike McKinnon III, quantifying how little effort Maas put into her “Healthy Living” segments.
19 Fitzgerald Dec. ¶ 4(b); Exs. 8, 9; Ex. J (Tr. 47:27 - 50:1 [03/07/2023]). And the severe time
20 limit for MBC’s closing argument prevented the use of those exhibits in closing. Fitzgerald
21 Dec. ¶ 4(b).

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26 ² Mr. Gruenberg ignored the Court’s directive (and a basic rule of trial advocacy) to share
27 demonstrative exhibits with opposing counsel before showing them to the jury. Ex. K (Tr.
28 16:13-28 [03/08/2023]). He only did so after the Court was alerted to his violation of the rule.
Ibid. At that point, the jury was waiting, and time was tight, which prevented MBC’s counsel,
the Court, and the court reporter from being able to fully examine the trial transcript to verify
this purported quotation of Cohen. Fitzgerald Dec. ¶ 4(c).

1 **2. Time Limits and Unequal Time for Closing**

2 As the Court observed during plaintiff’s case, plaintiff’s counsel consumed significantly
3 more time—in the limited time available for trial and in light of what the jurors were told about
4 the length of the trial—than was necessary or appropriate. Ex. E (Tr. 135:16 – 136:9
5 [02/21/2023]). MBC’s defense was prejudiced by not having a comparable amount of time.
6 Two days prior to scheduled closing arguments, the Court informed the parties’ counsel that it
7 would impose time limits on their closings. Ex. I (Tr. 228:8-12 [03/06/2023]). The next day,
8 MBC’s counsel informed the Court that since the defense had been squeezed on time for
9 evidence, “I don’t think I can do my client justice unless I have two and a half hours to close.
10 And that’s what I would request.” Ex. J (Tr. 8:1-3 [03/07/2023]). The Court rejected that
11 request and imposed “time limits of an hour for the plaintiffs in your opening portion, an hour
12 for the defense, and a half an hour for rebuttal.” *Id.* (Tr. 9:14-17 [03/07/2023]). Because a one-
13 hour closing after a trial lasting four weeks was inadequate, MBC’s counsel revisited the issue
14 the morning of closings, asking for two hours and, importantly, equal time with the plaintiff,
15 who was granted a half hour more than the defendant for closing.³ Ex. K (Tr. 4:21 – 5:3
16 [03/08/2023]). The Court denied both requests. *Ibid.* The result was that MBC was simply
17 unable to address much of the evidence and many of plaintiff’s arguments – including her
18 appeals to social justice issues and “other women at KUSI” – in the brief and unequal time
19 allowed for closing. Fitzgerald Dec. ¶ 4.

20 **3. Limits on Cross-Examination on Value**

21 Through Exhibit 2 (Maas’s self-serving email demanding equal pay) and her testimony,
22 Maas was allowed to opine about her value as a TV news anchor. *See, e.g.*, Ex. F (Tr. 88:16-26;
23 89:10-16 [02/28/2023]). Yet the Court prevented MBC from fully cross-examining Maas on

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25 ³ This request for equal time made sense. With Maas’s Equal Pay Act claim, for example, there
26 was little dispute that Maas performed substantially similar work under substantially similar
27 conditions. The real dispute at trial concerned MBC’s affirmative defenses – such as the role of
28 bona fide, job-related factors other than gender in any pay differential. MBC bore the burden of
proof on those affirmative defenses, and more, not Maas. *See* Ex. K (Tr. 38:21 – 39:14, 39:15-
23, 48:18-26 [03/08/2023] (Court’s final instructions on three affirmative defenses)). MBC
therefore deserved at least equal time to plaintiff.

1 that issue. Fitzgerald Dec. ¶ 4(e); Ex. F (Tr. 159:13-161:17 [02/28/2023]); Ex. G (Tr. 139:5-8,
2 15-19, 23-28 [03/01/2023]). The result was a largely one-sided presentation by Maas about
3 why she deserved equal pay as Denton, without fair testing of that testimony through cross.

4 **B. Maas’s Whistleblower Complaint and Adverse Employment Action**

5 Maas claimed that her April 30, 2018, email to McKinnon (Ex. 2) was a whistleblower
6 complaint—her protected disclosure under Cal. Labor Code § 1102.5—that MBC was paying
7 her less than her male co-anchor. After Maas’s purported disclosure, however, she was not
8 fired. Instead, she and MBC engaged in a contract negotiation. Ex. G (Tr. 87:11-20
9 [03/01/2023]); Exs. 13 and 14. MBC offered her a new three-year deal, including raises from
10 her existing salary, with increases each year. Ex. 14. Maas countered with a request for slightly
11 more money and retroactivity on her initial raise. Ex. 13. Ultimately, Maas rejected the offer of
12 a three-year deal, to take her chances, as she put it, with a one-year contract. Ex. C (Tr. 186:11-
13 15 [02/15/2023]). She and KUSI entered into that one-year contract on June 14, 2018, well
14 after her April 30, 2018, email. Ex. 4. And that new one-year contract provided Maas with a
15 substantial salary raise – from \$160,000 to \$180,000. Ex. D (Tr. 156:8-9 [02/16/2023]). It was
16 not until well over a year after Maas’s April 30, 2018, email—on May 17, 2019—that MBC
17 took the adverse employment action, by informing her that she would not be offered a new
18 contract when her one-year contract expired. Ex. C (Tr. 186:20 – 187:7 [02/15/2023]).

19 **C. MBC’s Rejected Requests for Special Instructions**

20 MBC asked for three special instructions [Nos. 9, 10, and 14] pertaining to Maas’s Cal.
21 Labor Code § 1102.5 cause of action, stating that:

- 22 • An employer’s positive employment action following an employee’s
23 alleged protected activity negates an inference of retaliation.
- 24 • The passage of time between an employee’s alleged protected activity
25 and an employer’s alleged retaliatory action negates an inference of
26 retaliation.
- 27 • An employee’s reporting of information already known to the employer
28 does not constitute a protected disclosure for purposes of establishing a
retaliation claim under Labor Code § 1102.5.

27 Fitzgerald Dec. ¶¶ 32-35; Exs. 15-17. MBC also asked for a Special Instruction No. 17
28 regarding negotiation as providing a defense to a claim of unequal pay, or evidence against

1 such a claim: “Salary negotiation, where equally available to both sexes, may be a legitimate,
2 non-discriminatory explanation for a pay differential.” Ex. 18. The Court refused them all.⁴

3 **D. Evidence Regarding Salaries and Jury’s Damages Awards**

4 The testimony at trial was that in the two to three years prior to the non-renewal of
5 Maas’s contract, the respective salaries of Maas and Denton were as follows: Maas earned
6 \$160,000 annually from December 2016 through June 13, 2018, then \$180,000 from June 13,
7 2018, until her contract expired a year later. Denton earned \$235,000 in 2016, \$240,000 in
8 2017, and \$245,000 in 2018 and to his retirement on February 27, 2019. And so the differences
9 in pay in those years were: \$75,000 in 2016-2017, \$80,000 in 2017-2018, and roughly \$65,000
10 in 2018-2019. Exs. 3, 4 and 5 (Denton and Maas contracts); Ex. 179 (plaintiff’s expert’s
11 damages demonstrative). The jury’s verdict awarded Maas \$200,000 on her claim of unequal
12 pay, and \$1,295,000 on her retaliation claim. Those numbers do not coincide with the pay
13 numbers in evidence.

14 **III. DISCUSSION**

15 **A. The Court Can and Should Grant MBC and KUSI a New Trial**

16 “The authority of a trial court in this state to grant a new trial is established and
17 circumscribed by statute.” *Oakland Raiders v. National Football League*, 41 Cal.4th 624, 633
18 (2007). Under C.C.P. § 657, the enumerated grounds for a new trial include: (1) irregularity in
19 the proceedings by the court, jury or adverse party, or any order of the court or abuse of
20 discretion which deprived the moving party of a fair trial; (5) excessive or inadequate damages;
21 (6) insufficiency of the evidence or a decision against law; and (7) errors in law occurring at
22 trial and excepted by the moving party. Here, each of those three grounds applies.

23 This Court has broad authority to grant a new trial to avoid an unjust result. C.C.P. §
24 657; *Lane v. Hughes Aircraft Co.*, 22 Cal. 4th 405, 412 (2000). In ruling on a motion for new
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27 ⁴ ROA 475 (Jury Instructions, Refused); Ex. J (Tr. 250:9 – 253:10 [03/07/2023] (positive
28 employment actions); Tr. 253:11-24 [03/07/2023] (passage of time); Tr. 257:26 – 258:3
[03/07/2023] (already known, not disclosure); Tr. 294:10 – 295:1 [03/07/2023] (negotiation can
be non-discriminatory reason)).

1 trial, the Court “sits not in an appellate capacity but as an independent trier of fact.” *Neal v.*
2 *Farmers Ins. Exch.*, 21 Cal. 3d 910, 933 (1978). In considering this motion, the Court may
3 “judge the credibility of the witnesses,” more generally “weigh the evidence,” and “draw
4 reasonable inferences therefrom opposed to those drawn by the trier of fact at the trial.” *Collins*
5 *v. Lucky Mkts, Inc.*, 274 Cal. App. 2d 645, 652 (1969), *disapproved on another ground in Scala*
6 *v. Jerry Witt & Sons, Inc.*, 3 Cal. 3d 359, 370 n.6 (1970). In particular, courts “should grant a
7 new trial if the jury’s verdict appears to be against the weight of the evidence,” *Valdez v. J. D.*
8 *Diffenbaugh Co.*, 51 Cal. App. 3d 494, 512 (1975), or if damages, otherwise left undisturbed,
9 would be excessive. *Pacific Corp. Grp. Holdings, LLC v. Keck*, 232 Cal. App. 4th 294, 317
10 (2014); C.C.P. § 657(5), (6).

11 **B. Irregularities in the Proceedings Under C.C.P. § 657(1)**

12 The Court should grant a new trial because of irregularities in the proceedings that
13 prevented MBC from receiving a fair trial. Specifically, in closing argument, Maas’s counsel
14 repeatedly invited the jury to find for Maas on impermissible bases. *See Jackson v. Park*, 66
15 Cal. App. 5th 1196, 1198-99 (2021) (affirming trial court order granting motion for a new trial
16 based on attorney misconduct during closing argument). In a blatantly improper argument,
17 plaintiff’s counsel personalized the stakes of Maas’s case to the jury, telling them they and
18 everyone in the courtroom had “a vested interest in this case.” This “in effect ask[ed] each juror
19 to become a personal partisan advocate for the injured party, rather than an unbiased and
20 unprejudiced weigher of the evidence.” *Neumann v. Bishop*, 59 Cal. App.3d 451, 484-485
21 (1976). Maas’s counsel then pointed to broader social issues as providing reasons for finding in
22 favor of Maas: he told the jury that unequal pay and gender discrimination and retaliation are
23 “deeply rooted . . . in the corporations in this country and in this corporation,” they “remain
24 woven into the fabric of their culture,” and yet “these systemic inequalities are silenced.” And
25 he asserted that “This is a case that is relevant . . . to women who suffer pay disparity all over
26 this country” – all while the showing the jury a slide depicting protesters wielding signs
27 demanding “Equal Pay,” and asking, “When will this change?”
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1 Not only was plaintiff’s counsel’s overt opining about the continued pervasiveness of
2 these social problems assuming “facts” not properly introduced at trial, but the clear import of
3 these comments was that the jury should join the protesting, sign-waving crowd – and render its
4 verdict in Maas’s case to correct broader social inequities. All this was improper.⁵ And it was
5 not the only impropriety: Mr. Gruenberg asked a series of objected-to questions suggesting that
6 KUSI news should have but did not cover the “pay gap” between men and women “in this
7 country.” Several times he asked why stations “like KUSI” feature older white male
8 broadcasters paired with younger females. Ex. H (Tr. 123:3 – 124:6 [03/02/2023]). Maas
9 herself repeatedly invoked other women, and other women at KUSI, and their supposed cases
10 of unequal pay, discrimination, and retaliation – despite the Court’s order prohibiting “me too”-
11 type evidence, an order of which Maas was fully aware. *Compare Martinez v. State of Calif.,*
12 *Dept. of Transp.*, 238 Cal. App. 4th 559, 561, 565-570 (2015) (reversing judgment on ground
13 of attorney misconduct where attorney repeatedly asked questions in violation of trial court’s *in*
14 *limine* orders, and questions had effect of gratuitously besmirching character of opposing
15 party). The obvious aim of plaintiff and her lawyers was to induce the jury to find for Maas
16 based on those supposed other cases, rather than based on the relevant evidence in Maas’s case.

17 Maas and her counsel also interjected race into a case having nothing to do with this –
18 but where the jury itself was multi-racial. They did so through Maas’s false testimony, elicited
19 by her counsel, asserting that MBC’s counsel had removed pictures of her alongside her
20 “ethnically diverse friends” from the collection of Instagram photos offered to demonstrate
21 Maas’s lack of visible emotional distress. That too was improper. *See Las Palmas Associates v.*
22 *Las Palmas Center Associates*, 235 Cal.App.3d 1220, 1246 (1991) (attorneys are not to mount

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24 ⁵ An attorney in closing “may not assume facts not in evidence,” *Malkasian v. Irwin*, 61 Cal.2d
25 738, 747 (1964) – doing so is attorney misconduct. *Cassim v. Allstate Ins. Co.*, 33 Cal.4th 780,
26 795 (2004). Nor may an attorney ask a jury to render a verdict based not on the facts of the
27 particular case but for other reasons. Such argument “only serves to inflame the passion and
28 prejudice of the jury, distracting them from fulfilling their solemn oath to render a verdict based
solely on the evidence admitted at trial.” *Las Palmas Associates v. Las Palmas Center Assoc.*,
235 Cal. App. 3d 1220, 1246 (1991). It is also generally improper to ask the jury to “send a
message” with its verdict. *See Garcia v. ConMed Corp.*, 204 Cal. App. 4th 144, 159 (2012)
(requests that jury “send a message” are improper).

1 personal attack on opposing party even by insinuation). Plaintiff’s counsel followed up with an
2 explicit appeal to race in closing argument. Ex. K (Tr. 118:6-10 [03/08/2023]). That too was
3 improper.

4 The Court also allowed, over objection, Maas’s counsel to attribute to KUSI news
5 director Steve Cohen a direct quote which simply was not in his testimony. This was a “quote”
6 to the effect that Maas actually did more work than her male co-anchor, Allen Denton, given
7 that she did “Healthy Living” segments. Cohen never uttered such testimony. But the Court’s
8 ruling allowed Maas’s counsel to show this misstatement on a closing slide and quote and
9 argue it to the jury. This was error: “[w]hile trial counsel is entitled to argue his interpretation
10 of the evidence to the jury, he has no right to cite facts unsupported by the evidence,” *Las*
11 *Palmas Associates v. Las Palmas Center Assoc.*, 235 Cal. App. 3d 1220, 1246 (1991) (citing
12 *Malkasian v. Irwin*, 61 Cal.2d 738, 747 (1964)), let alone to create a direct quote out of whole
13 cloth. In a short closing argument, this misstatement of evidence had outsized importance. The
14 error of allowing it was prejudicial to a key aspect of MBC’s defense, which was to
15 demonstrate that Denton worked harder than Maas did.

16 Unfortunately, MBC was hamstrung in demonstrating how little work Maas actually did
17 on the Healthy Living segments. MBC’s witness had prepared demonstrative exhibits showing
18 what little effort Maas put into those segments – most of which were simply taken off CNN.
19 But use of these demonstratives was not permitted, and testimony to the same effect not fully
20 allowed. Ex. J (Tr. 47:27 - 50:1 [03/07/2023]). This prejudiced MBC’s defense.

21 Moreover, the Court limited MBC’s counsel to one hour of closing argument (versus
22 one and a half hours for plaintiff’s counsel). This unequal allocation of time was fundamentally
23 unfair – and an abuse of discretion – for three related reasons. First, it was unequal, which is
24 unfair at trial generally.⁶ Second, a one hour closing for a four week trial in a highly charged

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26 ⁶ See, e.g., *Latino Officers Ass’n v. City of New York*, No. 99 Civ. 9568, 2003 WL 22300158, at
27 *5 (S.D.N.Y. Oct. 8, 2003) (“Fairness dictates that defendants be given equal time.”); *Maloney*
28 *v. Brassfield*, 251 P.3d 1097, 1103 (Colo. App. 2010) (affirming trial court’s equal time
decision and rejecting “[plaintiff’s] assertion that the party who bears the burden of proof
should receive a greater allocation of time”).

1 and emotional case is insufficient, and was insufficient in this particular case.⁷ This limit
2 unfairly handicapped MBC’s counsel in addressing all the improprieties of Maas and her
3 counsel discussed above, not to mention substantive points such as (i) Maas’s lack of “value
4 added” to her vaunted “Healthy Living” segments and (ii) her lack of credibility generally.
5 Fitzgerald Dec. ¶ 4. MBC’s counsel would have rebutted these improprieties and made these
6 substantive points – and others – in closing, but there was not enough time to do so. Third,
7 allotting more time for Maas as plaintiff failed to recognize that MBC as defendant bore as
8 much or more of the burden of proof in the case as Maas. The reason: there was no dispute
9 about Maas performing “substantially similar work under substantially similar conditions”
10 under her Equal Pay Act claim. Rather, the real dispute lay with MBC’s affirmative defense
11 that bona fide factors—experience, talent/broadcasting style, work ethic, and attitude—justified
12 the pay differential. MBC had the burden of proof on that affirmative defense, and on others.
13 *See* Ex. K (Tr. 38:21 – 39:14, 39:15-23, 48:18-26 [03/08/2023] (final instructions re three
14 affirmative defenses to Maas’s unequal pay and retaliation claims).

15 Finally, Maas and her counsel (through their questioning of witnesses) were regularly
16 allowed to opine or to elicit opinions as to Maas’s value as a TV news anchor. Plaintiff’s
17 counsel made prominent use throughout trial of Maas’s April 30, 2018, email, stating “As the
18 lead female anchor at KUSI, with the community service, experience and skills that I have
19 demonstrated on a consistent basis, there is no reason my compensation should be less than
20 multiple male counterparts at KUSI.” Exh. 2. On direct exam, Maas was asked to and did
21 testify about her value, and her performance. Ex. F (Tr. 88:16-26; 89:10-16 [02/28/2023]). On
22 cross, she stated, “I think I had more value in the market than Allen Denton. Ex. G (Tr. 35:6-13
23 [03/01/2023]). Yet the Court prevented MBC’s counsel from fully cross-examining Ms. Maas
24 on the issue of her value. Ex. F (Tr. 159:13-161:17 [02/28/2023]); Ex. G (Tr. 139:5-8, Tr. 15-
25 19, Tr. 23-28 [03/01/2023]). The result was a largely one-sided presentation by Maas of self-
26

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28 ⁷ *See* Wegner *et al.*, Cal. Practice Guide: Civil Trials and Evidence (The Rutter Group 2022) ¶
13:29 (counsel should normally request “at least 30 minutes to argue a 3-4 day trial”).

1 serving testimony – amplifying her self-serving contract negotiations email – which was not
2 fully tested by cross-examination.

3 **C. Error in Law Excepted by MBC Under C.C.P. § 657(1), (7)**

4 MBC asked for three special instructions pertaining to Maas’s retaliation claim and one
5 pertaining to her equal pay claim. The Court refused them all, but each was either required or
6 supported by law, and not giving them prejudiced MBC. *See, e.g., Soule v. General Motors*
7 *Corp.*, 8 Cal. 4th 548, 572-582 (1994) (error to fail to give jury instruction may be ground for
8 new trial if prejudicial to moving party's right to fair trial (e.g., failure to instruct on theory of
9 case supported by substantial evidence)).

10 In particular, MBC was prejudiced by the failure to instruct the jury that an extended
11 time period between a whistleblower complaint and an adverse employment action, coupled
12 with positive employment actions in that same period, tends to disprove the required causal
13 connection between complaint and adverse employment action. Without *any* guidance on the
14 impact of timing between a protected disclosure and retaliatory act, the jury was misled into
15 believing that any adverse action – no matter how remote in time – could be found retaliatory.
16 A jury properly instructed on the need for temporal connection between disclosure and
17 retaliation would likely have returned a verdict in MBC’s favor.

18 Similarly, MBC was denied an instruction that contract negotiation can constitute a
19 legitimate reason for pay differentials. Not giving this instruction prejudiced MBC, because the
20 fact that the contracts at issue in this case were the product of negotiations rendered
21 inappropriate any mechanical rule of strict dollar equality as between Maas and Denton. TV
22 news anchors are not hourly wage workers, or more common sorts of salaried employees. As
23 the Court itself put it, “I mean, this is really a unique area of work when you think about it,
24 right?” Ex. A (Tr. 47:7-8 [02/06/2023]). At trial, moreover, there was ample testimony of TV
25 broadcasters moving from job to job, both within TV news organizations, and between stations
26 and even across geographic regions. They all participated in a market or markets. And their
27 value – their dollar value – as TV news broadcasters was determined by the price that the
28 market and its participants put on their *talent*, in contract negotiations. The fact that that market

1 and its participants valued Maas less highly than Denton or than she valued herself does not
2 mean that she was treated wrongly, or even unequally. Like others who testified, she could
3 have hired an agent to negotiate a new contract with KUSI or found herself a TV news anchor
4 job at another station – including one outside of San Diego, an area no one but herself confined
5 her to. In sum, the Court should have instructed the jury that negotiation of contracts mattered.

6 **D. Insufficiency of Evidence or Against Law Under C.C.P. § 657(6)**

7 Given the entire record concerning the differences in experience, performance, work
8 ethic, and attitude as between Maas and Denton, the Court should grant a new trial on Maas’s
9 claim of unequal pay. On that entire record, the jury clearly should have found in favor of
10 MBC/KUSI on its bona fide factors affirmative defense. *See Ex. 1* (closing slides summarizing
11 extensive evidence that Denton had far more experience, worked far more hours, edited scripts
12 far more extensively, and had a better attitude than Maas).

13 As to Maas’s retaliation claim, the evidence at trial was insufficient to prove that
14 Maas’s complaint of unequal pay was causally connected, i.e., was a contributing factor, to an
15 adverse employment action. For her Whistleblower Protection Act claim to succeed, Maas was
16 required to prove that “(1) she engaged in a protected activity, (2) her employer subjected her
17 to an adverse employment action, and (3) there is a causal link between the two.” *Patten v.*
18 *Grant Joint Union High School District*, 134 Cal. App. 4th 1378, 1384 (2005), disapproved on
19 another point in *Lawson v. PPG Architectural Finishes, Inc.*, 12 Cal.5th 703, 718, fn. 2 (2022).
20 But long intervening periods – such as three or four months – between a protected activity and
21 adverse action tend to negate an inference of causation. *See Clark County Sch. Dist. v.*
22 *Breeden*, 532 U.S. 268, 273 (2001) (per curiam). Moreover, positive employment actions taken
23 between the protected disclosure and the alleged adverse action “break the causal connection”
24 between the two. *See Ghirmai v. Nw. Airlines, Inc.*, 131 F. App’x 609, 611 (9th Cir. 2005). And
25 where the two factors are combined – a long intervening period, and positive employment
26 actions – there is even more reason to reject a causal link between the complaint and the
27 adverse employment action. *Manatt v. Bank of Am.*, 339 F.3d 792, 802 (9th Cir. 2003).

28

1 Here, there was not sufficient evidence to find that the adverse employment action
2 complained of by Maas – not offering her a new contract, after her freely negotiated one-year
3 contract expired, *well over a year after her April 30, 2018, email alleging unequal pay* – was
4 causally connected to her sending that email. This is particularly so given the positive
5 employment actions that took place even after her April 30, 2018 complaint – an offer of a
6 longer-term, 3-year, higher-paying contract, with raises each year; and the parties ultimately
7 agreeing to a higher-paying, one-year contract, as negotiated by Maas herself. *See Stanley v.*
8 *University of Southern California*, 178 F.3d 1069, 1077 (9th Cir. 1999).⁸

9 Plaintiff’s counsel placed great emphasis in closing on Steve Cohen’s May 1, 2018,
10 email to Anna Laurel’s agent, seeking out Laurel as an afternoon/evening anchor. Ex. 219.
11 According to plaintiff’s counsel, this email was damning evidence of a plan to fire Maas in
12 retaliation for her equal pay complaint. Ex. K (Tr. 75:15-19 [03/08/2023]). But there were
13 perfectly reasonable explanations for Cohen emailing Laurel’s agent, particularly after learning
14 of Maas’s demand to be paid as much as Denton: Cohen knew that a deal with Maas for the
15 salary she demanded was unlikely to happen. He reasonably anticipated the possibility that
16 Maas and MBC would not come to terms, so reaching out to another potential
17 afternoon/evening anchor – one Cohen had been considering hiring anyway, for other reasons –
18 would make sense. That was planning, not retaliation. But the Court’s one-hour time limit
19 prevented MBC’s counsel from getting to that important argument. Fitzgerald Dec. ¶ 4(g).

20 **E. The Court Should Grant a New Trial on Grounds of Excessive Damages**

21 A court should order a new trial when the jury employs an improper or incorrect
22 calculation of damages. *Grami Semiconductor, Inc.*, 225 Cal. App. 4th 786, 794 (2014). Even if
23 there is a real possibility that a plaintiff had a meritorious case, a court should order a new trial

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25 ⁸ In *Stanley*, the plaintiff’s retaliation claim failed *as a matter of law* because “[defendant]
26 USC’s offer of a multi-year contract remained open long after [roughly three months after
27 plaintiff] Stanley insisted that she be paid an amount equal to Raveling’s salary. [Also,] USC
28 did not ‘discharge’ Stanley in response to any of her arguably protected activity. Rather,
Stanley’s contract expired and she was unable to renegotiate a new contract acceptable to her.”).
178 F.3d at 1077.

1 if a jury resorts to speculation in fixing damages. *Dell'Oca v. Bank of New York Trust Co.,*
2 *N.A.*, 159 Cal. App. 4th 531, 552 (2008).


3 Here, the damages awarded were excessive and a new trial is warranted for several
4 interrelated reasons. MBC argued, as other jury instructions recognized, that employees are
5 generally considered at will employees in California, and that employers can choose not to hire
6 or rehire employees based simply on their business judgment. Yet the jury in this case awarded
7 Maas \$200,000 on her claim of unequal pay, and \$1.295 million on her retaliation claim. The
8 latter damages award only makes sense if the jury assumed that MBC would have rehired Maas
9 for an additional 5 years (after June 2019, when her negotiated one-year contract was over) and
10 was obliged to do so at an annual salary of roughly \$245,000 – what Allen Denton made his
11 last year – plus raises. But these dollar amounts and this length of time are sheer speculation, or
12 worse, contrary to law and fact. Denton was going to be asked to take a *pay cut* – for a salary
13 less than \$200,000 – if he remained after 2019. Ex. D (Tr. 176:4-13 [02/16/2023]). There was
14 no evidence to suggest KUSI would have or could have paid Maas as much or more than
15 Denton. The damage award runs contrary to this undisputed evidence, and to the evidence of
16 how all the broadcasters at KUSI were paid – by freely negotiated contracts, all of them at
17 KUSI terminable annually. Ex. D (Tr. 86:8-10 [02/16/2023]). *See Atkins v. City of Los Angeles,*
18 *8 Cal. App. 5th 696, 705, 737, 740-743 (2017)* (reversing trial court's order denying motion for
19 new trial; damages award based on future lost earnings vacated as unreasonably speculative).

20 IV. CONCLUSION

21 For the foregoing reasons, the Court should grant a new trial on Maas's unequal pay and
22 retaliation claims and on damages generally.

23
24 DATED: May 12, 2023

FITZGERALD KNAIER LLP

25
26 By: 
27 _____
Kenneth M. Fitzgerald