

SPECTOR GADON & ROSEN, P.C.

By: Paul R. Rosen, Esquire
Attorney I.D. No. 13396
By: Andrew J. DeFalco, Esquire
Attorney I.D. No. 84360
Seven Penn Center Plaza
1635 Market Street, 7th Floor
Philadelphia, PA 19103
(215) 241-8888

Attorneys for Plaintiff
Alycia Lane

ALYCIA LANE

~~XXXXXXXXXX~~
~~XXXXXXXXXX~~

v.

CBS BROADCASTING, INC., t/a KYW
TV-3
1555 Hamilton Street
Philadelphia, PA 19130

COURT OF COMMON PLEAS

PHILADELPHIA COUNTY

TERM, 2008
JANUARY 2008 **003618**
NO.

JURY TRIAL DEMANDED
Civil – Commerce Program

PRAECIPE TO ISSUE WRIT OF SUMMONS FOR THE PURPOSE OF TAKING PRE-COMPLAINT DEPOSITIONS PURSUANT TO PENNSYLVANIA RULE OF CIVIL PROCEDURE 4007.1 (c) AND PRE-COMPLAINT REQUEST FOR PRODUCTION OF DOCUMENTS PURSUANT TO RULE 4007.1 (d) (1)

(1C-Contract)

TO THE PROTHONOTARY:

Please issue a Writ of Summons to Defendant, CBS Broadcasting, Inc. t/a KYW TV3 in the above-captioned matter.

The Writ of Summons will issue for the purpose of permitting the Plaintiff to take pre-complaint depositions pursuant to Pennsylvania Rule of Civil Procedure 4007.1 (c), and pre-complaint discovery pursuant to Pennsylvania Rule of Civil Procedure 4007.1 (d). Attached as Exhibit "1" herewith is Plaintiff's Notice of Pre-Complaint Deposition pursuant to Pennsylvania

Rule of Civil Procedure 4007.1 (c), and the Plaintiff's Pre-Complaint Request for Production of Documents pursuant to Pennsylvania Rule of Civil Procedure 4007 (d) (1). The factual and legal basis for Plaintiff's Request, and a brief statement of the nature of the action, is contained therein.

Respectfully submitted,

SPECTOR GADON & ROSEN, P.C.



Paul R. Rosen, Esquire
Andrew J. DeFalco, Esquire
Attorneys for Plaintiff, Alycia Lane

Date:

1/29/08

EXHIBIT 1

SPECTOR GADON & ROSEN, P.C.

By: Paul R. Rosen, Esquire
Attorney I.D. No. 13396
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Attorney I.D. No. 84360
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Attorneys for Plaintiff
Alycia Lane

ALYCIA LANE

v.

CBS BROADCASTING, INC., t/a KYW
TV

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

TERM, 2008

NO.
JURY TRIAL DEMANDED
Civil – Commerce Program

<p>TO: Michael Colleran President/General Manager KYW-TV 1555 Hamilton Street Philadelphia, PA 19130</p>	<p>TO: Susan Schiller Vice President and News Director KYW-TV 1555 Hamilton Street Philadelphia, PA 19130</p>
--	---

**NOTICE OF PRE-COMPLAINT DEPOSITION PURSUANT TO RULE 4007.1 (c)
AND PRE-COMPLAINT REQUEST FOR PRODUCTION OF DOCUMENTS
PURSUANT TO RULE 4007.1 (d) (1)**

Plaintiff, Alycia Lane, by and through her attorneys, Paul R. Rosen, Esquire and Spector, Gadon & Rosen, P.C., hereby serves the following Notice of Pre-Complaint Deposition pursuant to Pennsylvania Rule of Civil Procedure 4007.1 (c), and the following Pre-Complaint Request for Production of Documents pursuant to Pennsylvania Rule of Civil Procedure 4007 (d) (1), to Michael Colleran, President and General Manager of Defendant CBS Broadcasting, Inc. t/a KYW-TV (hereinafter "KYW-TV"), and to Susan Schiller, Vice President and News Director of KYW-TV. In support thereof, Plaintiff states:

I. BRIEF STATEMENT OF THE NATURE OF THE ACTION AND MATTERS TO BE INQUIRED INTO PURSUANT TO RULE 4007.1 (c)

Plaintiff Alycia Lane ("Plaintiff") commenced the above-captioned action by Writ of Summons. Plaintiff now seeks pre-complaint depositions and document discovery to ascertain the specific legal and factual bases relied upon by KYW-TV for the January 1, 2007 termination of her Employment Contract (the "Termination"), for the purpose of determining whether the plaintiff has an immediate right of action, and for the purpose of preparing a Complaint against KYW-TV as a result of the Termination. This information is both material and necessary to the filing of a Complaint in this action.

Prior to 2008, the Plaintiff was employed by KYW-TV as a News Anchor pursuant to an April 18, 2006 Employment Contract (the "Employment Contract"). The Employment Contract was for a period of five (5) years, and commenced on May 26, 2006.

On December 16, 2007, the Plaintiff was reported to have been involved in an incident in New York, New York, at 9th Avenue and West 17th Street (the "Incident"). Following the Incident, the Plaintiff contacted KYW-TV, and explained that she did not make the comment, did not strike a police officer, and did not otherwise commit any illegal or culpable conduct, as had been reported. Thereafter, Michael Colleran, the President and General Manager of KYW-TV, and Susan Schiller, the Vice President and News Director of KYW-TV, sent an email to all KYW-TV employees on December 17, 2007, acknowledging this conversation. (See December 17, 2007 email, attached as Exhibit "A.") A hearing relating to the Incident is scheduled for early April, 2008.

On January 1, 2008, KYW-TV verbally advised the Plaintiff that she was being fired, and immediately ceased paying Plaintiff's salary. Plaintiff retained legal counsel

on January 2, 2008. Plaintiff's counsel immediately notified KYW-TV of its representation, and sent a January 3, 2007 letter to KYW-TV to protect the Plaintiff's interests. This letter advised that the firing was premature and in violation of the Employment Contract, and advised KYW-TV that it was obligated to maintain all documents relevant to the Plaintiff and the firing. (See January 3, 2008 letter, attached as Exhibit "B.")

Although the Employment Contract requires written notice of any termination to be provided to the Plaintiff, KYW-TV has never provided written notice of the Termination to the Plaintiff, has never set forth the factual and legal basis for the Termination, and has never responded to the Plaintiff's January 3, 2007 letter. On January 7, 2008, still without any written notice to the Plaintiff, her agents, or her attorneys, to identify or explain the legal and factual basis for the Termination, KYW-TV, instead of providing written notice of the firing to the Plaintiff pursuant to the terms of the Employment Contract, made the firing of the Plaintiff by KYW-TV the lead story on its own afternoon newscast, publicly announced the firing of the Plaintiff, and released the following statement which it read on its afternoon newscast:

After assessing the overall impact of a series of incidents resulting from judgments she has made, we have concluded that it would be impossible for Alycia to continue to report the news as she, herself, has become the focus of so many news stories. We wish to make clear that we are not prejudging the outcome of the criminal case against Alycia that is pending in New York. We understand that Alycia expects to be fully vindicated in that proceeding. We hope that is the case and we wish her the best in all her future endeavors.

(See January 7, 2008 Statement from KYW-TV, attached as Exhibit "C.") KYW-TV thus reported the Termination (of its own Anchor) as part of its own nightly newscast.

Plaintiff's counsel then released the following statement:

We have learned today that KYW-TV (Channel 3) has unilaterally terminated Alycia Lane's employment. The conduct of KYW-TV is contrary to the terms of her Employment Contract which has many additional years remaining. The termination comes at a time when there has been absolutely no determination that Alycia is guilty of any wrongful conduct, and after KYW-TV has aired her categorical denial of the alleged charge that is pending against her. The termination is unfair because Alycia has never had an opportunity to defend against this charge, and tell her side of the story publicly, before KYW-TV has taken this unusual and unwarranted step to terminate her employment. Obviously, on the advice of counsel, Alycia cannot talk about these matters because of the matter that is pending in New York.

KYW-TV has never identified (1) the specific reasons for the Termination, (2) the specific conduct that is relied upon to support the Termination, (3) the investigation performed to support its determination to fire the Plaintiff and to its attempts to cancel her Employment Contract, and (4) the applicable provision or provisions of the Employment Contract under which the Employment Contract was terminated. This discovery is both material and necessary to the filing of the Plaintiff's Complaint, and to the determination of whether Plaintiff has an immediate right of action which may require the filing of the Complaint prior to the disposition of the criminal case arising from the Incident. Accordingly, Plaintiff demands pre-complaint depositions and document discovery pursuant to pursuant to Pennsylvania Rule of Civil Procedure 4007.1 and Pennsylvania Rule of Civil Procedure 4007 (d) (1), to aid her in identifying the

causes of action that arise from the Termination, and to aid her in drafting and filing her Complaint. The requested pre-complaint discovery is described below.

II. NOTICE OF DEPOSITION OF MICHAEL COLLERAN

Pursuant to Pennsylvania Rule of Civil Procedure 4007.1 (c), Paul R. Rosen, Esquire of Spector, Gadon & Rosen, P.C., on behalf of Plaintiff Alycia Lane, will take the deposition of **Michael Colleran, President and General Manager of KYW-TV**, in the above-referenced action, on **February 20, 2008, at 10:00 a.m.**, at the offices of Spector Gadon & Rosen, P.C., Seven Penn Center, 1635 Market Street, 7th Floor, Philadelphia, Pennsylvania 19103, and continuing thereafter from day to day until completed. A brief statement of the nature of the action and the matters to be inquired into is provided in Section I, above. The witness is further requested to bring with him to the deposition the documents requested in Section IV of this document, below.

III. NOTICE OF DEPOSITION OF SUSAN SCHILLER

Pursuant to Pennsylvania Rule of Civil Procedure 4007.1 (c), Paul R. Rosen, Esquire of Spector, Gadon & Rosen, P.C., on behalf of Plaintiff Alycia Lane, will take the deposition of **Susan Schiller, Vice President and News Director of KYW-TV**, in the above-referenced action, on **February 21, 2008, at 10:00 a.m.**, at the offices of Spector Gadon & Rosen, P.C., Seven Penn Center, 1635 Market Street, 7th Floor, Philadelphia, Pennsylvania 19103, and continuing thereafter from day to day until completed. A brief statement of the nature of the action and the matters to be inquired into is provided in Section I, above. The witness is further requested to bring with her to the deposition the documents requested in Section IV of this document, below.

IV. REQUEST FOR PRODUCTION OF DOCUMENTS

Pursuant to Pennsylvania Rule of Civil Procedure 4007.1 (d), KYW-TV, Michael Colleran and Susan Schiller are hereby commanded to produce documents and tangible things at the depositions described above, as follows:

a. Document Requests

1. All documents that evidence, refer to, or directly or indirectly relate to any investigation of the Incident performed by KYW-TV, or under the direction and/or control of KYW-TV.
2. All documents that evidence, refer to, or directly or indirectly relate to the Incident.
3. All documents that evidence, refer to, or directly or indirectly relate to the basis for the Termination, including but not limited to, all documents and/or communications relating to the alleged conduct of Alycia Lane that caused KYW-TV to terminate the Employment Contract.
4. Unless already provided in response to the above requests, all documents that evidence, refer to, or directly or indirectly relate to the Termination.
5. All communications within KYW-TV, all communications to third parties, and all other documents providing the identity of individuals that were directly or indirectly involved with or participated in any manner in the Termination.
6. A copy of the entire personnel file for Alycia Lane, and all non-news communications relating to her performance as a News Anchor.
7. All documents and personnel files that evidence, refer to, or directly or indirectly relate to the firing by KYW-TV of any other female Anchor or Reporter based

on cause, or based in whole or in part on conduct or misconduct, asserted poor judgment, public disrepute, scandal, ridicule, unfavorable reflection on the station or its sponsors, or injury to the success of the station's programs.

8. All documents and personnel files that evidence, refer to, or directly or indirectly relate to the firing by KYW-TV of any other Anchor or Reporter of Latina descent, African-American descent, or of the descent of any other minority group, based on cause, or based in whole or in part on conduct or misconduct, asserted poor judgment, public disrepute, scandal, ridicule, unfavorable reflection on the station or its sponsors, or injury to the success of the station's programs.

9. All documents and personnel files except that evidence, refer to, or directly or indirectly relate to conduct or misconduct, asserted poor judgment, public disrepute, scandal, ridicule, unfavorable reflection on the station or its sponsors, or injury to the success of the station's programs, by persons of the male gender while employed by KYW-TV.

10. All documents that evidence, mention, refer to, or directly or indirectly relate to Dr. Phil McGraw, Rich Eisen, Suzy Shuster, Prince Albert of Monaco, Dino Calandriello (by name or as the Plaintiff's husband or ex-husband); or Jay Adkins (by name or as the Plaintiff's husband or ex-husband).

11. All documents that evidence, mention, refer to or directly or indirectly relate to the Plaintiff's appearance(s) on the Dr. Phil McGraw show, and any follow-up regarding the Plaintiff's appearance(s) on the Dr. Phil McGraw show, including but not limited to any and all tapes, outtakes, interviews, notes, and other communications

relating to the creation, ideation, taping and follow-up of the interviews between the Plaintiff and Dr. Phil McGraw.

12. All documents that evidence, refer to, or directly or indirectly relate to communications between KYW-TV on the one hand, and its viewers, sponsors, or the general public on the other, relating to the conduct of Alycia Lane at any time or on the date hereof.

13. All notes, expense reports and other documents that evidence, refer to, or directly or indirectly relate to any meetings that took place respecting Alycia Lane, the Employment Contract, the Incident or the Termination, from the inception of her relationship with KYW-TV to the present.

V. INSTRUCTIONS AND DEFINITIONS

The following instructions and definitions shall be applicable to the Request for Production of Documents in Section IV, above.

a. Instructions

1. These document requests shall be deemed continuing and shall require supplemental answers if additional documents are acquired after the date of deposition, as soon as practicable but in any event not later than thirty (30) days from the date of discovery.

2. With respect to any document the deponent deems privileged, provide a statement setting forth as to each document:

(a) the date appearing on the document, or if no date appears, the date on which the document was prepared;

(b) the name of each person to whom the document was addressed;

(c) the name of each person to whom the document, or a copy thereof, was sent, or with whom the document was discussed;

(d) the name of each person who signed the documents, or if not signed, the name of each person who prepared it;

(e) the name of each person making any contribution to the authorship of the document;

(f) the employer and job title of each person identified in (b), (c), (d) or (e) above;

(g) the date the document was received or discussed by each of the persons identified in (b) or (c) above;

(h) the general nature or description of the document, or part claimed to be privileged, and the number of pages of which it consists;

(i) the name of each person who has custody of the document;

(j) the specific ground(s) on which the claim of privilege rests.

3. In producing documents, you are requested to produce the original of each document together with all non-identical copies and drafts of that document. If the original of any document cannot be located, a copy shall be provided in lieu thereof, and shall be legible and bound or stapled in the same manner as the original.

4. Documents shall be produced as they are kept in the usual course of business. All documents shall be produced in the file folder, envelope or other container in which the documents are kept or maintained. All documents shall be produced intact in their original files, without disturbing the organization of documents employed during

the conduct of the ordinary course of business, and during the subsequent maintenance of the documents.

5. All documents shall be produced which respond to any part or clause of any paragraph of a request. Each document requested shall be produced in its entirety and without deletion or excisions, regardless of whether you consider the entire document to be relevant or responsive. If you have redacted any portion of a document, stamp or write or otherwise affix the word "REDACTED" on each page of the document which you have redacted, and provide a separate statement explaining the basis for each redaction.

b. Definitions

1. "You" and "your" refer to the persons upon whom this document has been served, including their agents, employees, representatives, attorneys and all other persons acting or purporting to act on their behalf. "You" and "your" when used in reference to "materials" and "documents" shall include materials and documents in your possession or under your control, and materials and documents whose present and past existence you are aware of, as well as materials and documents prepared by you unless otherwise stated.

2. "Defendant" means KYW-TV and its affiliates, subsidiaries, parent corporations (including CBS Broadcasting, Inc.), predecessors, successors and related entities, and its present and past officers, directors, agents, servants, employees, attorneys and any other person acting or purporting to act on behalf of any of them.

3. "Plaintiff" means Alycia Lane and her attorneys and any other person acting or purporting to act on behalf of any them.

4. "Employment Contract" means the the April 18, 2006 Employment Contract between the Plaintiff and KYW-TV.

5. "Termination" means the adverse employment action taken against Alycia Lane on or about January 1, 2007, which included the termination of the Employment Contract, as referenced in the statement attached as Exhibit "C."

6. "Incident" means the alleged December 16, 2007 incident in New York, New York, at 9th Avenue and West 17th Street, involving the Plaintiff, that is the subject of the e-mail attached herewith as Exhibit "A."

7. "Writings" or "Document" are used herein in the broadest sense, and mean all written or printed matter of any kind, including the originals and all non-identical copies, including drafts, whether different from the originals by reason of any notation made on such copies or otherwise, including without limitation correspondence, electronic mail messages, memoranda, reports, notes, diaries, statistics, letters, telegraphs, minutes, agendas, contracts, reports, studies, checks, statements, receipts, returns, financial sheets, schedules, invoices, drafts, projections, summaries, pamphlets, books, prospectuses, inter-office and intra-office communications, offers, notations of any sort of conversations, bulletins, computer printouts, teletypes, telefaxes, invoices, worksheets and all drafts, alterations, modifications, changes and amendments of any of the foregoing, graphic or manual records or representations of any kind including without limitation photographs, charts, graphs, microfiche, microfilm, videotapes, audiotapes, records, motion pictures, and electronic, mechanical, computer or electric records or representations of any kind, including without limitation, tapes, cassettes and all recordings, computer discs, both hard and floppy, CD's, and CD-ROMs and computer

hard, JAZ and ZIP drives. Two or more copies of a document bearing divergent or different notations, handwritten or typewritten, shall be treated as separate documents for this purpose, as well as all drafts of documents. All attachments or documents referred to by documents responsive to any request shall be produced.

8. As used herein, the term "Person" or "persons" mean any individual, corporation, partnership, joint venture, firm, association, organization, society, proprietorship, agency, board, authority, commission or other entity.

9. "Communicate" or "communication" mean every manner or means of disclosure, transfer, or exchange, and every disclosure, transfer, or exchange of information whether orally or by document or whether face-to-face, by telephone, mail, electronic mail, personal delivery or otherwise.

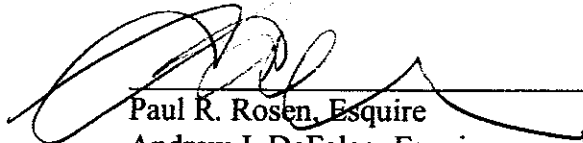
10. "Meeting" or "meetings" mean any assembly, convocation or contemporaneous presence of two or more persons for any purposes, whether or not planned, arranged, or scheduled in advance, and whether by personal presence, telephone, Internet, electronic mail, or any other means of participation.

11. The phrase "referring or relating to", or any variant thereof, means in any way, directly or indirectly, showing, disclosing, advertizing to, embodying, reflecting, evidencing, constituting, mentioning, or revealing, either in whole or in part.

12. The singular includes the plural and vice versa. The masculine includes the feminine and neuter genders. The term "between" means "among" and vice versa. The past tense includes the present tense, and vice versa, when the clear meaning is not distorted by changing of tense.

13. The phrase "and" and "or" shall mean "and/or", "any" shall include "all" and "every" and vice versa.

SPECTOR GADON & ROSEN, P.C.



Paul R. Rosen, Esquire
Andrew J. DeFalco, Esquire
Attorneys for Plaintiff, Alycia Lane

Date: 1/22/08

EXHIBIT A



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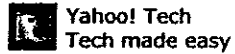
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Subject: FW: Alycia Lane
Date: Tue, 1 Jan 2008 23:28:29 -0500
From: "Lane, Alycia" <lane@kyw.com>
To:

Alycia

-----Original Message-----
From: Colleran, Michael
Sent: Mon 12/17/2007 12:51 PM
To: @KYW-TV Everyone; @WPSG-TV Everyone
Subject: Alycia Lane

I know that many of you are concerned about Alycia and reports of yesterday's incident in New York. We have been in touch with her and her attorney. Both emphatically state that when all of the facts are made public, she will be exonerated. Alycia says that she never struck anyone nor made the disparaging remarks that have been attributed to her. She was scheduled to begin two weeks of planned vacation time beginning next Monday. Given the circumstances, she and we agreed that it would be best if she begin her time off today so that she can handle this pressing situation.

Michael and Susan

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EXHIBIT B

SPECTOR GADON & ROSEN, P.C.

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SUITE 1550
ST. PETERSBURG, FL 33701
[727] 896-4600
FAX: [727] 896-4604

Paul R. Rosen

E-MAIL
prosen@lawsgr.com

January 3, 2008

DIRECT DIAL NUMBER
[215] 241-8800

Via E-Mail and Hand Delivery

Michael Colleran
President and General Manager
KYW-TV
101 South Independence Mall
Philadelphia, PA 19006

Re: Alycia Lane v. KYW-TV

Dear Michael:

This letter will confirm my conversations with you in which I advised you that I and my firm are representing Alycia Lane in connection with the matters giving rise to KYW-TV's termination of her employment relationship.

Just to reiterate, my final position in our conversation yesterday, I asked that KYW-TV take no action to terminate Alycia Lane at this time. I asked that the parties meet to see whether or not we could mediate a relationship which would allow Alycia Lane to protect her interests, and receive an appropriate compensation to defend herself in New York until there is a final outcome of that matter, at that time, we address the continuing relationship with KYW-TV at that time under her contract. I further explained that Alycia Lane does not feel that she has done anything wrong, that she has never had an opportunity to vindicate herself, and that the station has published that she has categorically denied the conduct alleged against her.

Accordingly, any action, or attempt on your part to terminate her contract is premature, and Alycia Lane is entitled to continue her relationship under the Employment Agreement without the need to resign or to be punished by the station. There is no provision in the Contract that warrants her termination or permits the station to abandon her, and deprive her of her source of income to clear her name.

In the event that KYW-TV determines to attempt to terminate her relationship under the terms of the Employment Agreement, please consider this a formal request not to destroy, remove, or otherwise alter any writings, papers, e-mails, or any form of information within the files of KYW-TV, Alycia Lane's personal file, or any other documents directly or indirectly

SPECTOR GADON & ROSEN, P.C.
ATTORNEYS AT LAW

January 3, 2008

Page -2-

related to Alycia Lane which may be in yours or your affiliate's possession or under your possession and control.

Thank you very much for your attention to this matter, and I remain,

Very truly yours,



PAUL R. ROSEN

/m

cc: Alycia Lane
Gregg Willinger

EXHIBIT C

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CBS 3 Anchor Alycia Lane Released From Contract

PHILADELPHIA (CBS 3) — CBS 3 (KYW-TV) announced Monday that Alycia Lane has been released from her contract effective immediately.

CBS 3 President and General Manager Michael Colleran stated, "After assessing the overall impact of a series of incidents resulting from judgments she has made, we have concluded that it would be impossible for Alycia to continue to report the news as she, herself, has become the focus of so many news stories. We wish to make clear that we are not prejudging the outcome of the criminal case against Alycia that is pending in New York. We understand that Alycia expects to be fully vindicated in that proceeding. We hope that is the case and we wish her the best in all her future endeavors."

Lane has been co-anchor of CBS 3's Eyewitness News at 6 and 11 p.m. since September, 2003.

CBS 3 (KYW-TV) is part of CBS Television Stations, a division of CBS Corporation.

READ: Alycia's Bio

CBS3.com's Most Popular Pages

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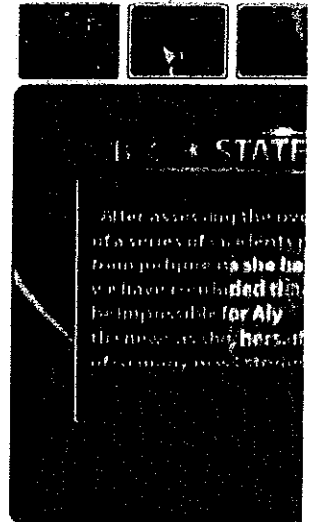
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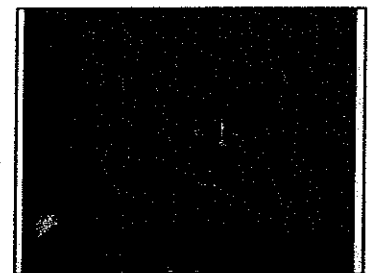
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FEATURED STORY
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Jan. 08, 2008, 6:47 a.m. ET

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CBS

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