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Roger Ailes

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

GRETCHEN CARLSON,

Plaintiff,

v.

ROGER AILES,

Defendant.

DOCUMENT FILED ELECTRONICALLY

Civil Action No.: 2:16-cv-04138

**NOTICE OF MOTION TO COMPEL
ARBITRATION AND TO STAY ALL
FURTHER JUDICIAL PROCEEDINGS**

TO: Nancy Erica Smith, Esq.
Smith Mullin, P.C.
240 Claremont Avenue
Montclair, New Jersey 07042.
Attorneys for Plaintiff

COUNSEL:

PLEASE TAKE NOTICE that on Monday, August 1, 2016, at 10:00 a.m., or as soon thereafter as counsel may be heard, Defendant Roger Ailes, by and through his attorneys Epstein Becker & Green, P.C., shall move before this Court for an Order to compel arbitration and to stay all further judicial proceedings.

PLEASE TAKE FURTHER NOTICE that in support of this motion, Mr. Ailes will rely on his accompanying Memorandum of Law and Certification of Barry Asen, with attached exhibits, filed herewith.

PLEASE TAKE FURTHER NOTICE that a proposed form of Order is submitted herewith.

Oral argument is hereby requested.

Respectfully submitted,

By: **s/David W. Garland**

David W. Garland

Barry Asen

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Dated: July 8, 2016

EPSTEIN BECKER & GREEN, P.C.
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Roger Ailes

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

GRETCHEN CARLSON,

Plaintiff,

v.

ROGER AILES,

Defendant.

DOCUMENT FILED ELECTRONICALLY

Civil Action No.: 2:16-cv-04138

**DEFENDANT ROGER AILES'S MEMORANDUM OF LAW IN
SUPPORT OF HIS MOTION TO COMPEL ARBITRATION
AND STAY ALL FURTHER JUDICIAL PROCEEDINGS**

Of Counsel:

David W. Garland
Barry Asen

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PRELIMINARY STATEMENT

In June 2013, Plaintiff Gretchen Carlson, a well-known cable television news anchor employed by the Fox News Network, LLC (“Fox News”) in New York City, entered into a multi-million dollar employment agreement (the “Agreement”) with Fox News that contained an arbitration provision. In pertinent part, the arbitration provision provides:

Any controversy, claim or dispute arising out of or relating to this Agreement or Performer’s [Plaintiff’s] employment shall be brought before a mutually selected three-member arbitration panel and held in New York City in accordance with the rules of the American Arbitration Association [“AAA”] then in effect. ... Such arbitration, all filings, evidence and testimony connected with the arbitration, and all relevant allegations and events leading up to the arbitration, shall be held in strict confidence.

(See the Agreement, page 12, attached as Exhibit A to the Certification of Barry Asen, Esq. (“Asen Cert.”)).

Ignoring this agreed-to binding arbitration provision, Plaintiff filed a Complaint in New Jersey Superior Court, Bergen County, alleging that Defendant Roger Ailes, Fox News’ Chairman and Chief Executive Officer, sexually harassed her and later retaliated against her by not renewing her Agreement because she had rebuffed his alleged advances, all in alleged violation of the New York City Human Rights Law, N.Y.C. Adm. Code § 8-107. (The Superior Court Complaint is attached as Exhibit B to the Asen Cert.)¹

Plaintiff improperly filed her public Complaint with the Superior Court, as opposed to filing it with the AAA and adhering to her contractually-required confidentiality obligation, so that her counsel could tar Mr. Ailes’s reputation publicly, try this case in the media press, and coerce him to settle. Plaintiff’s counsel has been on a non-stop tour of major media outlets ever since, making one false and defamatory statement after another: articles quoting the Complaint

¹ The Complaint has been removed to this Court based on diversity of citizenship.

and/or Plaintiff's counsel outrageous comments have appeared in, for example, *The New York Times*, *The Washington Post*, the *New York Daily News*, *The Huffington Post*, and *The Daily Beast*. (See Asen Cert. Exs. C, D, E, F and G).²

In a transparent attempt to evade the Agreement and her contractual commitment to arbitrate, Plaintiff named only Mr. Ailes as a defendant in this action, rather than naming Fox News as a defendant as well. At the same time, however, she could not avoid identifying Mr. Ailes by his corporate title, "the Chairman and CEO of Fox News." (Asen Cet. Ex. B. at ¶ 3) Such gamesmanship does not permit Plaintiff to file in the Superior Court and publicly engage in a "tar and feather" campaign against Mr. Ailes. Her counsel, an experienced New Jersey plaintiff-side employment lawyer, knows better. As will be addressed below, federal, New York and New Jersey law all definitively hold that a plaintiff cannot avoid an agreed-to arbitration provision with her employer by just suing a corporate officer (such as Chairman and CEO Ailes) in court.

Accordingly, for these reasons and those that follow, Defendant Ailes respectfully requests that this Court compel arbitration at the AAA pursuant to the explicit terms of the Agreement and stay all further proceedings in this Court.

ARGUMENT

THIS COURT SHOULD COMPEL THE ARBITRATION OF THE COMPLAINT AT THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH THE ARBITRATION PROVISION IN PLAINTIFF'S EMPLOYMENT AGREEMENT AND STAY ALL FURTHER JUDICIAL PROCEEDINGS.

Section 2 of the Federal Arbitration Act, 9 U.S.C. § 2 (the "FAA"), states that a contract provision "evidencing a transaction involving commerce to settle by arbitration a controversy

² As further evidence of Plaintiff's and her counsel's bad faith, no attempt was made to reach out to Defendant Ailes prior to the filing of the Complaint. Instead, they struck without warning and blasted their salacious and scurrilous allegations to the media immediately upon filing.

thereafter arising out of such contract or transaction ... shall be valid, irrevocable and enforceable save upon such grounds as exist at law or in equity for the revocation of such contract.” *Gilmer v. Interstate/Johnson Lane Corp.*, 500 U.S. 20, 24-25 (1991); see *Circuit City Stores, Inc. v. Adams*, 532 U.S. 105, 109 (2001). The FAA further provides that when a party files a judicial complaint in violation of an agreement to arbitrate, a federal district court shall stay all judicial proceedings and direct the parties to proceed to arbitration. *Gilmer*, 500 U.S. at 25, citing 9 U.S.C. §§ 3 and 4. See also *Dean Witter Reynolds, Inc. v. Byrd*, 470 U.S. 213, 219 (1985).

The Supreme Court has long instructed that arbitration is strongly favored as a matter of policy and that any ambiguities in the scope of an arbitration clause should be resolved in favor of arbitration. *Moses H. Cone Memorial Hosp. v. Mercury Constr. Corp.*, 460 U.S. 1, 24-25 (1983). Thus, a court must compel arbitration “unless it may be said with positive assurance that the arbitration clause is not susceptible of an interpretation that covers the asserted dispute.” *AT&T Techs., Inc. v. Communications Workers of America*, 475 U.S. 643, 650 (1986).

Here, the arbitration provision in the Agreement, in pertinent part, expressly provides that “[a]ny controversy, claim or dispute arising out of or relating to this Agreement or Performer’s [Plaintiff’s] employment shall be brought before a mutually selected three-member arbitration panel and held in New York City in accordance with the American Arbitration Association then in effect.” The language of the Agreement could not be clearer: the Complaint belongs at the AAA.

Courts take a dim view of the tactical strategy employed here by Plaintiff – attempting to evade the Agreement’s arbitration provision because only Fox News signed the Agreement – and courts uniformly reject it. Indeed, the Third Circuit has directed that “[b]ecause a principal is bound under the terms of a valid arbitration clause, its agents, employees, and representatives are

also covered under the terms of such agreements.” *Pritzker v. Merrill Lynch, Pierce Fenner & Smith, Inc.*, 7 F.3d 1110, 1121-22 (3d Cir. 1993) (affirming the District Court’s decision to compel arbitration). More recently, the Third Circuit reaffirmed its holding in *Pritzker*, stating: “The *Pritzker* rule – that nonsignatory agents may invoke a valid arbitration agreement entered into by their principal – is well-settled and supported by other decisions of this Court.” *Tracinda Corp. v. DaimlerChrysler AG*, 502 F.3d 212, 224 (3d Cir. 2007).

The Second Circuit shares the Third Circuit’s view. It has explained:

Courts in this and other circuits consistently have held that employees or disclosed agents of an entity that is a party to an arbitration agreement are protected by that agreement. ... If it were otherwise, it would be too easy to circumvent the agreements by naming individuals as defendants instead of the entity Agents themselves.

Roby v. Corp. of Lloyd’s, 996 F.2d 1353, 1360 (2d Cir. 1993); *see also Marcus v. Frome*, 275 F. Supp. 2d 496, 504-05 (S.D.N.Y. 2003).³

Likewise, the New Jersey and New York state courts reject the tactic of suing a corporate officer, instead of the corporation itself, for purposes of avoiding arbitration. In *Bleumer v. Parkway Ins. Co.*, 277 N.J. Super. 378, 408-13 (Law Div. 1994), the plaintiff argued that he should be permitted to sue his employer’s chief financial officer in court because the chief financial officer was not a signatory to his arbitration agreement with his employer. Relying on *Pritzker* and *Roby*, the court granted the defendants’ motion to compel arbitration. And in New York, as the First Department explained and the New York Court of Appeals affirmed, the “attempt to distinguish officer and directors from the corporation they represent for the purposes of evading an arbitration provision is contrary to the established policy of this State.”

³ Complaints asserting violations of the New York City Human Rights Law, which are subject to arbitration agreements, but are filed in court, are uniformly compelled to arbitration. *See, e.g., Thomas v. Public Storage, Inc.*, 957 F. Supp. 2d 496, 497 (S.D.N.Y. 2013).

Hirschfield Productions, Inc. v. Mirvish, 218 A.D.2d 567, 568 (1st Dep't 1995), *aff'd*, 88 N.Y.2d 1054, 1056 (1996).

In sum, Plaintiff's ploy of filing in Superior Court to justify her shameless publicity campaign against Roger Ailes should not be countenanced. All applicable law squarely requires that the Complaint be compelled to arbitration.

CONCLUSION

The arbitration provision in the Agreement required Plaintiff to file any Complaint with regard to her employment at Fox News with the AAA. There is no legal basis upon which she can rightfully assert that she was entitled to sue Defendant Ailes in court and sully his reputation in public. Defendant Ailes's motion to compel arbitration and stay all judicial proceedings should be granted in all respects.

Dated: July 8, 2016

Respectfully submitted,

EPSTEIN BECKER & GREEN, P.C.

By: s/David W. Garland

David W. Garland

Barry Asen

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Attorneys for Defendant Roger Ailes

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Roger Ailes

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

GRETCHEN CARLSON,

Plaintiff,

v.

ROGER AILES,

Defendant.

DOCUMENT FILED ELECTRONICALLY

Civil Action No.: 2:16-cv-04138

**CERTIFICATION OF BARRY ASEN IN
SUPPORT OF DEFENDANT ROGER
AILES'S MOTION TO COMPEL
ARBITRATION AND TO STAY ALL
FURTHER JUDICIAL PROCEEDINGS**

BARRY ASEN, of full age, certifies and says:

1. I am a member of the law firm of Epstein Becker & Green, P.C., counsel to Defendant Roger Ailes, the Chairman and Chief Executive Officer of Fox News Network, LLC ("Fox News"), in this matter. This certification is submitted in support of Defendant Ailes's motion to compel arbitration and to stay all further judicial proceedings. Except as otherwise stated, the facts and circumstances set forth below are based on my personal knowledge. The exhibits attached here are true and correct copies of the originals.

2. In July 2013, Plaintiff Gretchen Carlson, a Fox News cable television news anchor, entered into an employment agreement with Fox News, with its term ending on June 23, 2016, relevant excerpts of which are attached hereto as Exhibit A. The employment agreement contained an arbitration provision on page 12, requiring that all claims relating to her

employment be brought to arbitration at the American Arbitration Association ("AAA"), and that all filings, allegations, evidence and events leading up to the arbitration be held in strict confidence.

3. On July 6, 2016, after Plaintiff's employment agreement was not renewed, rather than file a complaint with the AAA as required by the employment agreement, she filed a complaint in New Jersey Superior Court, attached as Exhibit B, alleging sexual harassment, sex discrimination and retaliation, in violation of the New York City Human Rights Law. The Complaint was subsequently removed to this Court.

4. Since the filing of her Superior Court complaint, Plaintiff and her counsel have embarked on a publicity campaign to defame Mr. Ailes, notwithstanding the strict confidentiality requirement in the mandatory arbitration provision of her employment agreement. Articles in *The New York Times*, *The Washington Post*, the *New York Daily News*, the *Huffington Post*, and the *Daily Beast* bear witness to Plaintiff and her counsel's attempt to try this case in the press and sully Defendant Ailes's character publicly. See attached Exhibits C-G.

I certify under penalty of perjury that the foregoing is true and correct. Executed on July 8, 2016.


BARRY ASEN

EXHIBIT A



1211 Avenue of the Americas, 2nd Floor
New York, New York 10036

June 19, 2013

Ms. Gretchen Carlson
c/o IMG Talent Agency LLC
50 Main Street, Suite 1625
White Plains, New York 10606
Attention: Ms. Sharon Chang

Dear Ms. Carlson:

The following, when signed by Gretchen Carlson ("Performer") and Fox News Network L.L.C. ("Fox"), together with the Standard Terms and Conditions and The Fox News Employee Handbook, attached hereto as Exhibits A and B respectively, and made a part hereof by this reference (collectively hereafter the "Agreement"), will constitute the understanding between the parties relative to Performer's employment as an anchor/co-anchor, host/co-host (including occasional substitute-anchor/host on Programs, at Fox's request, from time to time during the Term), occasional general assignment news reporter, news correspondent, and in any other related on-air capacity as Fox may require in connection with the Fox News Channel, the Fox Business Network, news programs, news services, internet services, news feeds, news magazine programs, election specials, public affairs programs, documentaries, radio programs, special programs, program series, or other programming produced, in whole or in part, by Fox or by any of its affiliated companies. All of the programming described in the preceding sentence is hereinafter collectively referred to as the "Programs."

1. **SERVICES:** Performer will be based in New York City and will render her services hereunder to the best of Performer's abilities, and in accordance with Fox's scheduling and production requirements, as subject at all times to Fox's direction and control. Beginning on or about September 16, 2013 (or the date Performer begins anchoring the daytime Program referenced in this paragraph 1), Performer's primary services will be as a solo anchor of a regularly scheduled Program¹ which will air live Mondays through Fridays between noon and 4pm Eastern Time. Between June 23, 2013 (i.e. the start of the Term hereof) and September 16, 2013 (or the date Performer begins anchoring the daytime Program referenced in this paragraph 1), Performer shall continue to co-host "Fox and Friends" unless Fox and Performer agree otherwise.

2. **TERM:** The term ("Term") of this Agreement shall commence on June 23, 2013 and shall continue for three consecutive years through and including June 23, 2016, unless sooner terminated as herein provided. Each one-year period of the Term is sometimes also referred to as a Contract Year.

¹ Fox and Performer shall mutually agree on the title of said Program which will contain Performer's name.

15. GENERAL:

15.1 This Agreement constitutes the entire agreement and understanding between the parties, and it supersedes and replaces all prior communications, negotiations and agreements, whether written or oral. This Agreement cannot be changed, modified, amended or supplemented, except in a subsequent writing that contains the handwritten signatures of the parties. Subsequent e-mails with typed names and/or signature blocks are not sufficient for purposes of changing, modifying, amending or supplementing this Agreement.

15.2. Each party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction or interpretation of this Agreement, the same shall not be construed against any party on the basis that the party was the drafter.

15.3. This Agreement shall be governed according to the laws of the State of New York without regard to conflict of laws principles.

If the foregoing is in accordance with Performer's understanding, kindly so indicate by signing below.

Very truly yours,

FOX NEWS NETWORK L.L.C.

By: Matt Kiang

Title: CFO

Date: 7/2/13

ACCEPTED AND AGREED TO:

By: Gretchen Carlson
GRETCHEN CARLSON

Date Executed: 6/20/13

Exhibit A

STANDARD TERMS AND CONDITIONS

1. MAIL

1.1. Unless marked personal and confidential, Fox may open and answer mail addressed to Performer relating to the Programs, provided that all such mail relating to Performer or intended for Performer, or copies thereof, shall be turned over to Performer within a reasonable length of time. Performer shall turn over to Fox forthwith any mail addressed to Performer relative to the Programs or the operation of the applicable Fox facility.

2. EXCLUSIVITY

2.1. Performer's services shall be completely exclusive to Fox, unless otherwise specifically set forth. Accordingly, during the Term, Performer shall not:

2.1.1. Render other television services of any type whatsoever, whether free, over-the-air, basic cable or pay cable; or

2.1.2. Engage in any activity that would conflict or interfere with the performance of Performer's services hereunder, or would otherwise be prejudicial to Fox's business interests; or

2.1.3. Permit or authorize the use of Performer's real or stage name, voice, portrait, picture or likeness, or the use of any endorsement or testimonial in advertising or publicizing any institution, product or service; or

2.1.4. Engage in any activity whatsoever relating to the sale, advertising or promotion of any articles or materials used on the Program.

2.2. Without limiting the generality of any of the foregoing, during the Term, Performer will not, directly or indirectly:

2.2.1. have an interest of 1% or more in a corporation, firm, trust or association which is in competition with Fox;

2.2.2. own or have any beneficial interest in any company, business or interest where to do so will conflict with the full and faithful performance of Performer's duties for Fox, specifically including, without being limited to, any companies which produce and/or distribute feature or syndicated films, records, cartoons, radio or television programs, or manage or represent talent (other than companies whose stock is listed on a national stock exchange); or

all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of, and finally determined to have resulted from the sole, but willful or grossly negligent acts of Performer in connection with (a) the use of any Materials not required of Performer, but furnished by Performer hereunder, and/or the use of any Materials not approved in advance by Fox, (b) any breach or alleged breach by Performer of any warranty or agreement made by Performer hereunder, or (c) any act done or words spoken by Performer in connection with the production, broadcast or dissemination of any Programs, provided same was not approved by Fox in advance.

5.2. Fox shall similarly indemnify and hold Performer harmless from and against any and all claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees, arising out of the use of any materials furnished or approved by Fox in connection with the broadcast of any Programs.

5.3. Each party will give the other prompt written notice of any such claims and/or legal proceedings and shall cooperate with each other on all matters covered by this paragraph, which shall survive the expiration or termination of this Agreement.

6. INTERNET RESTRICTIONS:

Performer shall not participate in or publish a web log (i.e. a "blog"), post on internet message boards or chat rooms, maintain a website or publish any other similar content on the internet or through any other form of communication or new media (including iPods), whether now known or hereafter devised, via personal computer, personal email, instant messenger, Blackberry, PDA, cellular telephone or other wireless or online method, or any other method whether now known or hereafter devised, without Fox's prior permission in each instance. Notwithstanding the foregoing, Performer shall be permitted to participate in any website which is owned by The Miss America organizations, provided she gives Fox prior notice of her participation in each instance. This paragraph 6 does not apply to any and all social media which Performer uses in connection with her services for Fox, including Facebook, Twitter, Instagram, etc., and any other social media approved by Fox, whether now known or hereafter devised.

7. ARBITRATION

Any controversy, claim or dispute arising out of or relating to this Agreement or Performer's employment shall be brought before a mutually selected three-member arbitration panel and held in New York City in accordance with the rules of the American Arbitration Association then in effect. The arbitrators shall issue a full written opinion setting forth the reasons for their decisions. Such arbitration, all filings, evidence and testimony connected with the arbitration, and all relevant allegations and events leading up to the arbitration, shall be held in strict confidence. Judgment may be entered on the arbitrators' award in any court having jurisdiction; however, all papers filed with the court either in support of or in opposition to the arbitrators' decision shall be filed under seal. Breach of confidentiality by any party shall be considered to be a material breach of this Agreement.

EXHIBIT B

SMITH MULLIN, P.C.
Nancy Erika Smith, Esq. (Atty. ID #027231980)
240 Claremont Avenue
Montclair, New Jersey 07042
(973) 783-7607
Attorneys for Plaintiffs

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2016 JUL -6 A 8:44

CIVIL DIVISION
CASE PROCESSING

GRETCHEN CARLSON,

Plaintiff,

v.

ROGER AILES,

Defendant.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: BERGEN COUNTY
DOCKET NO.:

Civil Action

COMPLAINT AND JURY DEMAND

Plaintiff Gretchen Carlson ("Carlson" or "plaintiff"), by her undersigned attorneys, says:

PARTIES

1. Carlson is a resident of Connecticut who was employed by Fox News in New York City as the host of the afternoon program "The Real Story with Gretchen Carlson."
2. Carlson is a graduate of Stanford University, a former Miss America (1989), an accomplished concert violinist, a best-selling author, an award-winning journalist and a Trustee of the March of Dimes. Carlson has had a successful career in television as a reporter, commentator and program host.
3. Defendant Roger Ailes ("Ailes") is a resident of Cresskill, New Jersey. Ailes is the Chairman and CEO of Fox News.

NATURE OF THE CASE

4. This case arises from violations by Ailes of the New York City Human Rights Law, New York City Administrative Code § 8-107. Ailes has unlawfully retaliated against

Carlson and sabotaged her career because she refused his sexual advances and complained about severe and pervasive sexual harassment.

5. Ailes retaliated against Carlson in various ways, as described below, including by terminating her employment on June 23, 2016, and, prior thereto, by, among other things, ostracizing, marginalizing and shunning her after making clear to her that these “problems” would not have existed, and could be solved, if she had a sexual relationship with him.

6. When Carlson met with Ailes to discuss the discriminatory treatment to which she was being subjected, Ailes stated: “I think you and I should have had a sexual relationship a long time ago and then you’d be good and better and I’d be good and better,” adding that “sometimes problems are easier to solve” that way. Carlson rebuffed Ailes’ sexual demands at that meeting, and nine months later, Ailes ended her career at Fox News.

7. As a direct and proximate result of Carlson’s refusing Ailes’ sexual advances, and in retaliation for Carlson’s complaints about discrimination and harassment, Ailes terminated her employment, causing her significant economic, emotional and professional harm.

COUNT ONE

8. After working for five years as a news correspondent and co-host of “The Saturday Early Show” on CBS News, Carlson joined Fox News in 2005.

9. Carlson was a conscientious, hard-working, and successful journalist/reporter/host at Fox News for eleven years during which she interviewed numerous political leaders and celebrities, including Barack Obama, Hillary Clinton, Henry Kissinger, Donald Trump, George W. Bush, Laura Bush, Condoleezza Rice, Tony Blair, Colin Powell and Madeline Albright. Notwithstanding her strong performance and tireless work ethic, however, Ailes denied Carlson fair compensation, desirable assignments and other career-enhancing opportunities in retaliation

for her complaints of harassment and discrimination and because she rejected his sexual advances.

10. For seven and one-half years, Carlson was a popular co-host of the "Fox & Friends" morning show, which achieved higher ratings than any other cable news morning show.

11. On or about September 3, 2009, Carlson complained to her supervisor that one of her co-hosts on Fox & Friends, Steve Doocy, had created a hostile work environment by regularly treating her in a sexist and condescending way, including by putting his hand on her and pulling down her arm to shush her during a live telecast.

12. Doocy engaged in a pattern and practice of severe and pervasive sexual harassment of Carlson, including, but not limited to, mocking her during commercial breaks, shunning her off air, refusing to engage with her on air, belittling her contributions to the show, and generally attempting to put her in her place by refusing to accept and treat her as an intelligent and insightful female journalist rather than a blond female prop.

13. After learning of Carlson's complaints, Ailes responded by calling Carlson a "man hater" and "killer" and telling her that she needed to learn to "get along with the boys."

14. Ailes retaliated against Carlson and damaged her career by, among other things, assigning her fewer of the hard-hitting political interviews that are coveted by political correspondents (notwithstanding that she had received acclaim for her political interviews), removing her from her regular once-a-week appearances on the highly-rated "Culture Warrior" segment of "The O'Reilly Factor," reducing her appearances during the 6:00 a.m. hour (where she had generated increased ratings), and directing that she not be showcased at all.

15. In doing these things, Ailes did not act in the interests of Fox News, but instead pursued a highly personal agenda.

16. In 2013, in further retaliation for her refusal to accede to sexual harassment and retaliation, Ailes fired Carlson from "Fox & Friends."

17. Ailes reassigned Carlson to the 2 p.m. to 3 p.m. EST time slot, substantially reduced her compensation (even though, as a solo program host, her workload increased), and refused to provide her with anywhere near the level of network media support and promotion provided to other Fox News hosts who did not complain about harassment and rebuff his sexual advances.

18. Despite the lack of promotional or other network support, Carlson continued to work diligently and her show achieved success by delivering solid and consistent ratings increases up until the day she was terminated. In fact, Carlson's show consistently ranked number one among cable news programs in her time slot and achieved its highest Nielson ratings ever in the final quarter of 2015 and the first quarter of 2016, with ratings in her final month of June 2016 up 33% in total viewers year to date. This success shows that there was no legitimate business reason for terminating Ms. Carlson.

19. Unable to deny Carlson's on-air skills, Ailes admitted that she is smart, well-prepared and one of the best interviewers at Fox News.

20. On those occasions when he spoke directly with Carlson, Ailes injected sexual and/or sexist comments and innuendo into their conversations by, among other things:

a. Claiming that Carlson saw everything as if it "only rains on women" and admonishing her to stop worrying about being treated equally and getting "offended so God damn easy about everything."

b. Describing Carlson as a "man hater" and a "killer" who tried to "show up the boys" on Fox & Friends.

c. Ogling Carlson in his office and asking her to turn around so he could view her posterior.

d. Commenting that certain outfits enhanced Carlson's figure and urging her to wear them every day.

e. Commenting repeatedly about Carlson's legs.

f. Lamenting that marriage was "boring," "hard" and "not much fun."

g. Wondering aloud how anyone could be married to Carlson, while making sexual advances by various means, including by stating that if he could choose one person to be stranded with on a desert island, she would be that person.

h. Stating "I'm sure you [Carlson] can do sweet nothings when you want to."

i. Asking Carlson how she felt about him, followed by: "Do you understand what I'm saying to you?"

j. Boasting to other attendees (at an event where Carlson walked over to greet him) that he always stays seated when a woman walks over to him so she has to "bend over" to say hello.

k. Embarrassing Ms. Carlson by stating to others in her presence that he had "slept" with three former Miss Americas but not with her.

l. Telling Carlson that she was "sexy," but "too much hard work."

21. In September 2015, Carlson again sought to bring to an end the retaliatory and discriminatory treatment she had endured by asking to meet with Ailes.

22. During that meeting in Ailes' office on September 16, 2015, Ailes stated to Carlson: "I think you and I should have had a sexual relationship a long time ago and then you'd

be good and better and I'd be good and better," adding that "sometimes problems are easier to solve" that way.

23. Prior to and during that meeting, Ailes had made it clear to Carlson that he had the power to make anything happen for her if she listened to him and "underst[ood]" what he was saying.

24. Carlson refused to engage in a sexual relationship or participate in sexual banter with Ailes so Ailes retaliated.

25. In further retaliation for her opposition to sexual harassment and her unwillingness to have a sexual relationship with him, Ailes consistently denied plaintiff various opportunities that were afforded to other Fox News hosts, by, among other things:

- a. Reducing her compensation to a level that was greatly disproportionate to that of similarly-situated male employees and others who had not complained about discrimination and harassment;
- b. severely curtailing her appearances as a guest commentator on prime time shows, as she had regularly done in the past;
- c. blocking her from appearing as a substitute host on prime time or daytime panel shows;
- d. refusing to assign her to cover high-visibility events or conduct important interviews;
- e. refusing to give her social media, public relations and advertising support anywhere close to the support given other hosts who did not complain about discrimination and harassment;
- f. shunning, ostracizing and humiliating her, both publicly and privately; and

g. decreeing that her contract not be renewed on June 23, 2016.

26. Ailes undertook these discriminatory and retaliatory actions in his individual capacity and for personal and unlawful purposes. His retaliation against Carlson was outside the scope of his authority, employment and agency at Fox News, which has adopted and professes to support anti-discrimination, anti-harassment and anti-retaliation policies.

27. By and through his creation of a discriminatory, hostile and harassing work environment, his demands for sexual favors, and his retaliation against Carlson for her objections to discrimination and retaliation, Ailes has violated the New York City Human Rights Law.

28. As a direct and proximate result of Ailes' harassing, discriminatory and retaliatory treatment of her, plaintiff has suffered, and continues to suffer, adverse job consequences, including economic damages, pain, mental anguish, loss of enjoyment of life and damage to her reputation and career.

WHEREFORE, plaintiff demands judgment against Ailes as follows:

- A. Compensatory damages, including lost compensation, damage to career path, damage to reputation and pain and suffering damages;
- B. Damages for mental anguish;
- C. Reimbursement for negative tax consequences resulting from a jury verdict;
- D. Punitive damages;
- E. Attorneys' fees and costs of suit; and

F. Such other relief as the court may deem equitable and just.

SMITH MULLIN, P.C.
Attorneys for Plaintiff

BY:


NANCY ERIKA SMITH

Dated: July 6, 2016

JURY DEMAND

Plaintiff Gretchen Carlson demands trial by jury with respect to all issues that are so triable.

SMITH MULLIN, P.C.
Attorneys for Plaintiff

BY:


NANCY ERIKA SMITH

Dated: July 6, 2016

CERTIFICATION

Pursuant to New Jersey Court *Rule* 4:5-1, counsel for Plaintiff hereby certifies that to her knowledge, no matter related to this one is currently pending in either arbitration or litigation.

SMITH MULLIN, P.C.
Attorneys for Plaintiff

BY:


NANCY ERIKA SMITH

Dated: July 6, 2016

EXHIBIT C

The New York Times | <http://nyti.ms/29y4z2u>

MEDIA

Gretchen Carlson of Fox News Files Suit Against Roger Ailes

By MICHAEL M. GRYNBAUM and JOHN KOBLIN JULY 6, 2016

Gretchen Carlson, the longtime Fox News anchor, filed a lawsuit on Wednesday saying that Roger Ailes, the powerful chairman of Fox News, fired her from the network last month after she refused his sexual advances and complained to him about discriminatory treatment in the newsroom.

The nature of Ms. Carlson's allegations immediately transfixed the world of television news, where Mr. Ailes is a hugely influential figure known for demanding absolute loyalty from his employees.

A spokeswoman for Fox News did not immediately respond to a request for comment.

The lawsuit — filed in Superior Court in New Jersey, where Mr. Ailes maintains a residence — portrays the Fox chairman as a serial sexual harasser, charging that he ogled Ms. Carlson in his office, called her “sexy” and frequently made sexually charged comments about her physical appearance.

Ms. Carlson, who joined Fox in 2005, charges that during a meeting last fall to discuss her concerns about what she considered ill treatment, Mr. Ailes told her: “I

think you and I should have had a sexual relationship a long time ago and then you'd be good and better and I'd be good and better."

When she refused, the lawsuit claims, Mr. Ailes retaliated by reducing Ms. Carlson's salary, curtailing her on-air appearances and, ultimately, declining to renew her contract last month.

The suit, filed by the law firm Smith Mullin in Montclair, N.J., seeks a variety of compensatory damages. Its allegations are sure to roil the ranks of Fox News, with Ms. Carlson describing a boys' club environment that goes beyond Mr. Ailes.

Ms. Carlson contends that in 2009 she complained to the network that her co-host on the popular "Fox & Friends" morning show, Steve Doocy, had engaged in what she describes as "severe and pervasive sexual harassment," including mocking her during commercial breaks and pulling down her arm during a live broadcast.

Mr. Ailes, the lawsuit states, responded by calling Ms. Carlson a "man hater" and saying "she needed to learn to 'get along with the boys.'" Ms. Carlson claims that Mr. Ailes eventually reassigned her from "Fox & Friends," in 2013, because of her complaints.

Until last month, Ms. Carlson was hosting a 2 p.m. news program, "The Real Story With Gretchen Carlson," on the network. The show consistently won its time slot, averaging 1.1 million viewers in recent months.

From April to June, Ms. Carlson's show was the 24th-highest-rated cable news show in the closely tracked demographic of viewers 25 to 54 years old.

EXHIBIT D

The Washington Post

Style

Ex-Fox News host Gretchen Carlson sues network head Roger Ailes for sexual harassment

By Paul Farhi July 6 at 12:36 PM

Former Fox News host Gretchen Carlson has filed a lawsuit against the network's chairman and chief executive, Roger Ailes, alleging that he fired her in retaliation for rebuffing his sexual advances.

Carlson, 50, who co-hosted the "Fox & Friends" morning program and later an afternoon news show on Fox, was dropped by the network June 23 when her contract expired.

She alleges that her contract was not renewed because she challenged unequal treatment of women at Fox. She also alleges that Ailes, 76, suggested that they have a sexual relationship during a meeting last year to discuss Carlson's complaints, according to her lawsuit.

Carlson, a former Miss America, had been at Fox News for 11 years.

In a statement released late Tuesday, Ailes said Carlson's lawsuit is "not only offensive, but it is wholly without merit" and said that low ratings were what caused her dismissal. Separately, Fox News also issued a statement defending Ailes and Doocy: "The Company has seen the allegations against Mr. Ailes and Mr. Doocy. We take these matters seriously. While we have full confidence in Mr. Ailes and Mr. Doocy, who

Ex-Fox News host Gretchen Carlson sues network head Roger Ailes for sexual harassmen... Page 2 of 4

have served the company brilliantly for over two decades, we have commenced an internal review of the matter.”

In a suit filed Wednesday in superior court in Bergen County, N.J., Carlson alleges that Ailes “unlawfully retaliated” against her and “sabotaged her career after she refused his sexual advances and complained about severe and pervasive sexual harassment.”

“I think you and I should have had a sexual relationship a long time ago and then you’d be good and better and I’d be good and better,” the complaint says Ailes told Carlson last September when she complained to him. He allegedly added, “Sometimes problems are easier to solve that way.”

Carlson was a prominent figure at Fox; she interviewed many newsmakers, including President Obama, President George W. Bush, Hillary Clinton and Donald Trump.

But she said she was regularly discriminated against by the network; she cited one instance in September when her co-host, Steve Doocy, grabbed her arm on air and attempted to “shush” her during a live telecast.

The complaint says Doocy “engaged in a pattern of severe and pervasive mistreatment” of Carlson, such as belittling her during commercial breaks and “generally attempting to put her in place by refusing to accept and treat her as an intelligent and insightful female journalist rather than a blond female prop.”

It alleges that Ailes responded to her complaints by calling her a “man hater” and “killer” and telling her she needed “to get along with the boys.”

In response to Carlson’s complaints, Ailes allegedly reassigned her from the highly rated “Fox & Friends” to a one-hour news show at 2 p.m., a lesser time slot, and reduced her compensation. He also allegedly denied her high-profile interviews and kept her off other Fox programs, such as the top-rated “O’Reilly Factor.”

Ailes allegedly dismissed her complaints at the time by telling her not to get offended “so goddamn easy about everything.”

According to the complaint, he “ogled” her in his office and asked her to turn around so he could view her posterior; suggested that she wear certain outfits to show off her figure; commented “repeatedly” about her legs; and said that if he could choose one person to be stranded on a desert island with, it would be Carlson.

The lawsuit seeks compensatory and punitive damages but does not specify any figures.

Ex-Fox News host Gretchen Carlson sues network head Roger Ailes for sexual harassment... Page 3 of 4

Carlson's attorney, Nancy Erika Smith, said in an interview that Carlson did not go public with her complaints because she sought to resolve them internally. Carlson doesn't mention any instances of harassment in her 2015 memoir, "Getting Real," because Fox had approval over the book, Smith said.

Carlson was told she was not being renewed at the network on June 23 after 11 years, Smith said. The conversation, with an executive Smith did not identify, took less than one minute, the attorney said.

In a statement released by her attorneys, Carlson said, "I have strived to empower women and girls throughout my entire career. Although this was a difficult step to take, I had to stand up for myself and speak out for all women and the next generation of women in the workplace. I am extremely proud of my accomplishments at Fox News and for keeping our loyal viewers engaged and informed on events and news topics of the day."

Allegations of discrimination have irregularly popped up at Fox News, most notably an accusation by a former producer of "The O'Reilly Factor," Andrea Mackris, who accused host Bill O'Reilly of a harassing her in a series of phone-sex conversations. The suit was settled in 2004.

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The Equal Employment Opportunity Commission has sued Fox News twice, first in 2005 on behalf of an advertising employee, Kim Weiler, who said she was harassed by an executive, and in 2010 on behalf of reporter Catherine Herridge, who said she was the victim of gender and age discrimination. Fox News settled in the Weiler case, and the Herridge suit was dismissed.

While an executive at NBC, Ailes was accused of making sexually suggestive comments to various female underlings, according to a 2014 biography of Ailes, "The Loudest Voice in the Room." A young woman named Randi Harrison said Ailes offered to her increase her salary by \$100 a week if she would have sex with him, according to the book. A producer named Shelly Ross said Ailes posed "romantically suggestive questions and made flirtatious comments about her appearance." Ross said she told him, "This is making me uncomfortable."

Ailes also made disparaging remarks in a radio interview in 1994 about the appearances of Mary Matalin and Jane Wallace, who were hosts at CNBC under Ailes, according to the book.

Ex-Fox News host Gretchen Carlson sues network head Roger Ailes for sexual harassment... Page 4 of 4

Smith, Carlson's attorney, said she intended to call other women who have alleged harassment by Ailes to testify at Carlson's trial. Fox was not named as a party to the lawsuit, Smith said, because "to our knowledge, the alleged harassment wasn't authorized by Fox. In fact, [Fox] has policies that prohibit this kind of behavior."

Carlson's allegations are false and retaliatory, Ailes's statement this week said, "for the network's decision not to renew her contract, which was due to the fact that her disappointingly low ratings were dragging down the afternoon lineup." It continued: "When Fox News did not commence any negotiations to renew her contract, Ms. Carlson became aware that her career with the network was likely over and conveniently began to pursue a lawsuit. Ironically, Fox News provided her with more on-air opportunities over her 11-year tenure than any other employer in the industry, for which she thanked me in her recent book. This defamatory lawsuit is not only offensive, it is wholly without merit and will be defended vigorously."

Paul Farhi is The Washington Post's media reporter.  Follow @farhip

EXHIBIT E

DAILY NEWS

Gretchen Carlson's sexual harassment suit against Fox News boss rips careers of the network's other female hosts



Gretchen Carlson, a former anchor at Fox News Channel, claims in a bombshell lawsuit that her ex-boss, chairman and CEO Roger Ailes, 76, fired her because she refused to sleep with him. (FNC)



DON KAPLAN

NEW YORK DAILY NEWS
Wednesday, July 6, 2016,
5:47 PM

Maybe they should change the show's name to "Fox and Fiends."

It took just one sentence in a bombshell lawsuit to undercut the credibility of every hardworking female journalist at Fox News Channel and Fox Business Network.

Gretchen Carlson, 50, an anchor at Fox News Channel for more than a decade claims that her hands-on boss, chairman and CEO Roger Ailes, 76, fired her because she refused to sleep with him — but lavished lucrative attention on other women in the newsroom "who did not complain about harassment or rebuff his sexual advances."

Those women at Fox News who didn't turn Ailes away enjoyed better promotion and support, Carlson alleged.

Those are bold claims from the former Miss America who says Ailes tried to bed her several times.

"I think you and I should have had a sexual relationship a long time ago and then you'd be good and better and I'd be good and better," the complaint accuses Alles of saying to Carlson last September.

Carlson co-hosted "Fox and Friends" from 2005 to 2013. Her suit alleges that Alles retaliated against her after she complained about condescending on-air behavior by co-host Steve Doocy. Fox News officials have gone uncharacteristically silent regarding the damaging lawsuit — which has put in writing ugly buzz about Alles' behavior that has long circulated among industry insiders.



In court papers, former Fox News Channel host Gretchen Carlson claims ex-boss Roger Ailes told her: "I think you and I should have had a sexual relationship a long time ago and then you'd be good and better and I'd be good and better." (STEPHEN LOVEKIN/GETTY IMAGES)

Ailes finally responded to the suit Wednesday night, blasting her allegations as false.

"This is a retaliatory suit for the network's decision not to renew her contract, which was due to the fact that her disappointingly low ratings were dragging down the afternoon lineup," Alles said. "When Fox News did not commence any negotiations to renew her contract, Ms. Carlson became aware that her career with the network was likely over and conveniently began to pursue a lawsuit. Ironically, Fox News provided her with more on-air opportunities over her 11 year tenure than any other employer in the industry, for which she thanked me in her recent book. This defamatory lawsuit is not only offensive, it is wholly without merit and will be defended vigorously."

There are lots of knives out for Alles, his take-no-prisoners approach to running a media empire has made him a long list of enemies. But the question is, will the collateral damage here compromise Carlson's claim? Because not only is Carlson trashing Alles, she's also trashing her female colleagues at Fox.

By saying that other, unnamed female Fox News hosts did not rebuff Alles advances, is she suggesting that stars like Megyn Kelly, Kimberly Guilfoyle or Anna Kooiman may owe part of their success to sleeping with their boss?

This can only get uglier.

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Fox News Sources: Gretchen Carlson Wasn't The First Roger Ailes Victim

"He told me that if he was thinking of hiring a woman, he'd ask himself if he would fuck her, and if he would, then he'd hire her to be on-camera."

07/06/2016 04:05 pm ET | Updated 32 minutes ago



Michelle Fields
Contributing Reporter

WASHINGTON — Some Fox News on-air personalities are unsurprised by the news that former host Gretchen Carlson has filed a sexual harassment lawsuit against Fox News Chairman Roger Ailes.

"We thought it would happen after she was taken off of 'Fox & Friends,'" said one Fox News source who asked to remain anonymous for fear of retaliation. "She kept quiet because Roger gave her the afternoon show, but everyone at Fox knew it was eventually coming. He hated her and would tell people that she was 'a crazy, vindictive bitch.'"

Other sources inside Fox confirmed that Carlson had first threatened to file the lawsuit after Ailes removed her as a host of "Fox & Friends." But sources say Carlson held off on filing a suit when Ailes agreed to give her the afternoon show.

Carlson was a host of the popular "Fox & Friends" morning program from 2006 until 2013, but was allegedly removed from the show after complaining about her male co-host Steve Doocy. (Disclosure: I was a Fox News contributor from 2014 to 2015.)



11. On or about September 3, 2009, Carlson complained to her supervisor that one of her co-hosts on Fox & Friends, Steve Doocy, had created a hostile work environment by regularly treating her in a sexist and condescending way, including by putting his hand on her and pulling down her arm to shush her during a live telecast.

12. Doocy engaged in a pattern and practice of severe and pervasive sexual harassment of Carlson, including, but not limited to, mocking her during commercial breaks, shunning her off air, refusing to engage with her on air, belittling her contributions to the show, and generally attempting to put her in her place by refusing to accept and treat her as an intelligent and insightful female journalist rather than a blond female prop.

COURT DOCUMENT

An excerpt from Carlson's lawsuit describes the hostile work environment allegedly created by Fox host Steve Doocy.

In the suit, Carlson alleges that she was mocked by Ailes for complaining about unequal treatment by male colleagues, and that she was demoted to the afternoon show with reduced pay as retaliation. Carlson also claims that Ailes demanded sex as a way to improve her standing at Fox News and told her to "turn around so he could view her posterior."

Carlson's not the only woman to accuse Ailes of such behavior. One female Fox News contributor, who asked to remain anonymous, said that she had a similar encounter with Ailes.

"He asked me to turn around so he can see my ass," the contributor said, describing one of her meetings with the chairman.

Another Fox News employee, who likewise asked to remain anonymous for fear of retaliation, said that Ailes told her she could only wear dresses on air. She also described a story that she said Ailes often told about his hiring process for on-camera personalities.

"He always brags to people about how he doesn't do polling or testing when he chooses his on-air talent. He told me that if he was thinking of hiring a woman, he'd ask himself if he would fuck her, and if he would, then he'd hire her to be on-camera," the employee said. "He then said if it was a man he'd think about whether he could sit down for a baseball game with him and not get annoyed of him. If he could, then he'd hire him."

Carlson's lawsuit, which was filed in the Superior Court of New Jersey, alleges that she was eventually fired for refusing Ailes' sexual advances.

UPDATE: 7 p.m. — Carlson's attorney, Nancy Erika Smith, told [CNNMoney](#) Wednesday that Ailes' harassment was "very consistent and very pervasive."

In the hours since Carlson's lawsuit was announced, "at least 10" other women have contacted Smith's law firm wanting to speak about Ailes' alleged behavior, according to a spokesman for the firm.

Fox News announced that it would be conducting an internal review of the allegations against Ailes and Doocy.

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Former Fox News Host Gretchen Carlson Files Sexual Harassment Suit Against Roger Ailes

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In a [statement](#), Ailes insisted that Carlson's claims were false and accused her of bringing the suit as retaliation for having her contract terminated. "This defamatory lawsuit is not only offensive, it is wholly without merit and will be defended vigorously," the statement read.

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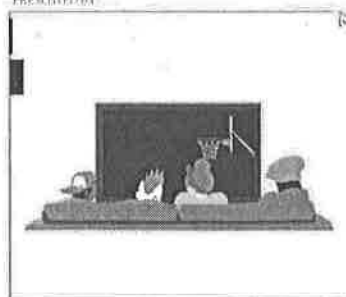


MLB Players who Have Hit the Most Doubles



David Ortiz
Boston Red Sox
34 Doubles Hit in the 2016 Season

PRESENTED BY



BOMBHELL LAWSUIT 07/06/16 11:01 PM ET

Could Fox News Chairman Roger Ailes Become the Next Bill Cosby?

In the wake of Gretchen Carlson's sexual harassment suit against boss Roger Ailes, several women who once worked at Fox News tell The Daily Beast that Ailes also harassed them.

For Fox News Chairman Roger Ailes—who was slapped with a sexual harassment lawsuit Wednesday by fired Fox anchor Gretchen Carlson—a very bad day seems likely to metamorphose into a much worse year.

While Fox News's parent company, 21st Century Fox, promptly announced an internal review of Carlson's sensational allegations—which include her claim that Ailes suggested last September that having sex with him would help her career—Ailes vehemently denied them in a lengthy Fox News statement.

"This defamatory lawsuit is not only offensive, it is wholly without merit and will be defended vigorously," Ailes was quoted as saying, adding the claim that Carlson is retaliating against him because her contract wasn't renewed due to "disappointingly low ratings [that] were dragging down the afternoon lineup."

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Fox News officially declined to comment to The Daily Beast beyond the statement.

A source close to the situation, however, insisted that many of the allegations in Carlson's complaint don't square with reality, while her "vindictive effort to viciously harm Ailes after her contract was not renewed," as this person put it, is suspiciously at odds with Carlson's

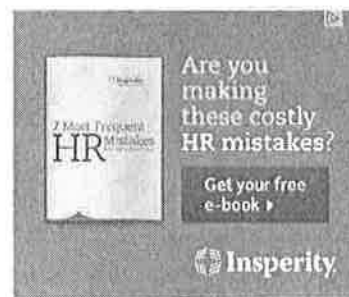
1 Is This Fox News' Cosby Moment?
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4 Hollywood's Insidious Male Gaze
JEN YAMATO

5 MC Hammer Can't Touch Trump
MARLOW STEIN



previous  live praise of Ailes in various public statements and her June 2015 memoir *Gettin' It* in which she called the Fox News chairman "the most accessible boss I've ever worked for," "brilliant," and "razor sharp," adding, "we seemed to have a real connection."

But the bombshell litigation from the 50-year-old former Miss America—whose 11 years at the network abruptly ended on June 23, when she was terminated moments after finishing her regular afternoon broadcast of *The Real Story With Gretchen Carlson*, according to the lawsuit—could turn the 76-year-old Ailes, a legendary television executive both admired and criticized, into this year's answer to Bill Cosby.

"It might be," Carlson's attorney, Nancy Erika Smith, said concerning the Cosby comparison, which was suggested to The Daily Beast by a former Fox News employee and alleged sexual harassment victim who asked that her name not be used.

Smith, for her part, said Carlson's lawsuit has opened the floodgates of female ex-Fox News employees who say that Ailes harassed them as well.

"Since about 11 a.m., we have been contacted by many women who say they were harassed by Roger Ailes and they've reached out to us," Smith said, adding that she hadn't had an opportunity to talk to them yet. "There are maybe around 10 women who've said, 'I've been a victim, too.'"

Smith said she spent the weekend reading Gabriel Sherman's critical Ailes biography *The Loudest Voice in the Room*, which included an anecdote from Ailes's days in the early 1980s as executive producer of NBC's *Tomorrow* late-night show. According to Sherman, Ailes hired a twentysomething female segment producer named Randi Harrison who told Ailes that his \$400-a-week salary offer was too low. "If you agree to have sex with me whenever I want I will add an extra hundred dollars a week," Ailes allegedly responded. "I was in tears by the time I hit the street," she later recalled. At the time, a Fox News spokesperson called Harrison's allegation "false."

Smith said that under the law of New Jersey, where Carlson's suit was filed in Superior Court and the married Ailes owns a home in the suburb of Creskill, a sexual harassment plaintiff is permitted to call other alleged victims as trial witnesses to buttress the case and attempt to demonstrate a pattern of behavior.

Ailes has 35 days to respond to Carlson's lawsuit, and the pre-trial discovery process can begin after that, Smith said, though it could take as long as two years for a trial to commence, when Ailes, who sometimes walks with a cane and is struggling with the symptoms of hemophilia, would be 78 years old.

While the lawsuit claims that Carlson was sent packing in retaliation for complaining about her allegedly sexist treatment by Fox News management, an alternate version of events has it that anemic ratings—she barely beat CNN in the 2 p.m. time period in the second quarter and occasionally lost to the second-place network, including in June—should have alerted her that her days at Fox were numbered.

Carlson's contract permitted her to look for a new job at another outlet starting mid-May, and Fox News would have wished her godspeed, according to the source, but apparently that didn't happen. As CNN media reporter Brian Stelter wrote in his nightly newsletter, under the headline "What Ailes and his allies are saying/thinking": "The key data point:

Carlson had been falling behind CNN in the 25-54 demo. You think Ailes was () that?"

Carlson was handed a severance agreement on June 23 and, saying she'd get back to management after looking it over, left on a planned vacation, according to the source. But instead Ailes received a nasty surprise Wednesday morning when Carlson filed her scandalous lawsuit.

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The Daily Beast's newsletter.

Speaking on condition of anonymity for fear of retaliation by Ailes and Fox News, several women who formerly worked at the network told The Daily Beast of similar encounters with the defendant.

"One time he asked me if I was wearing underwear, and was he going to see anything 'good,'" said a former Fox News employee, who said she has spoken with other women at the network who said they were targets of Ailes's sexually charged remarks. "It's happened to me and lots of other women... He's a disgusting pig who's been getting away with this shit for 20 years."

A second ex-employee, who also said Ailes verbally harassed her with inappropriate comments during one-on-one meetings, said the powerful and famously combative executive has so far escaped the consequences of his alleged behavior, because "when it comes to this issue, there's already a conspiracy of silence. The problem is you don't want to come forward because you don't want to be personally and professionally destroyed. You don't want to bring down Roger Ailes's wrath on your head."

She added that Ailes is hardly unique in an industry dominated by male executives who sometimes take sexual advantage of their power and position. "Television is really a difficult, arbitrary, and competitive business, and you don't want to give TV executives a reason to say no," she said.

A third former Fox News employee told The Daily Beast: "When I met Ailes he wouldn't stop staring at my legs, and at one point he asked if I was single. I was taken aback and said yes. And he was like, 'Oh, OK, so you're not gonna get pregnant any time soon.' And then he asked my age."

"And I think he could tell I was offended by the questions. And he said, 'I know I'm not supposed to ask this—HR keeps telling me I can't ask that because you can sue me because it's illegal, but I don't care. I'm [over 70] years old, if you wanna sue me, sue me.'"

Carlson's lawsuit alleges that Ailes "ogl[ed] her in his office and ask[ed] her to turn around so he could view her posterior"; "comment[ed] repeatedly about Carlson's legs"; "stat[ed] 'I'm sure you can do sweet nothings when you want to,' among other off-color remarks. The lawsuit also quotes Ailes as telling her, during a Sept. 16, 2015, meeting requested by Carlson to resolve what she viewed as "discriminatory and retaliatory treatment," that: "I think you and I should have had a sexual relationship a long time ago and then you'd be good and better and I'd be good and better."

Ailes added, according to the lawsuit, "'sometimes problems are easier to resolve' that way."

"Carlson fired Ailes' sexual demands at that meeting," the lawsuit alleges, "and nine months later, Ailes ended her career at Fox News."



The lawsuit also claims that during the seven years that Carlson co-hosted *Fox & Friends*, the top-rated cable morning show, fellow anchor Steve Doocy "had created a hostile work environment by regularly treating her in a sexist and condescending way, including by putting his hand on her and pulling down her arm to shush her during a live telecast... mocking her during commercial breaks, shunning her off air, refusing to engage with her on air, belittling her contributions to the show," and other uncollegial behavior.

Doocy, who is not named as a defendant in Carlson's complaint, is a close friend of Ailes who has worked for Fox News since its launch; in 2009, Doocy's son Peter was hired as a fulltime Fox News reporter at age 22. In the fall of 2002, when former Fox News anchor Paula Zahn got into a nasty public dispute with Ailes and left for CNN, and Ailes insulted Zahn to *The New York Times* by saying, "I could have put a dead raccoon on the air this year and got a better rating," it was Doocy who happily ambushed Zahn at CNN, Fox News cameras in tow, and presented her with a stuffed raccoon toy.

21st Century Fox, the cable channel's parent company, issued this statement on Wednesday in response to Carlson's lawsuit: "The Company has seen the allegations against Mr. Ailes and Mr. Doocy. We take these matters seriously. While we have full confidence in Mr. Ailes and Mr. Doocy, who have served the company brilliantly for over two decades, we have commenced an internal review of the matter."

Smith, Carlson's New Jersey-based attorney, who has spent 36 years specializing in workplace harassment litigation, said the fired anchor's lawsuit is aimed at Ailes personally, and not Fox News or 21st Century Fox, because "we have no evidence, as of today, that Fox News authorized his behavior or condoned his behavior. They have policies against this kind of behavior... As of today, our beef and Gretchen's beef is with Roger Ailes."

Still, interviews on Wednesday with former Fox News employees suggested that Ailes has presided over a corporate culture that values and even demands female pulchritude—or at least Ailes's blonde ideal of same—over other professional qualities. According to a former staffer, executive assistant-turned-Fox News vice president of programming Suzanne Scott enforces with the wardrobe and makeup departments an aesthetic that features skimpy dresses, high-heeled open-toed shoes, and big hair for the channel's on-air women.

Showing skin is practically written into the company charter, a former staffer told *The Daily Beast*.

"A lot of the stuff in her [Carlson's] suit rings very true to me," said this person, who worked for almost a decade at the network and, like other Fox insiders quoted in this story, spoke on the condition of anonymity. "The stuff about showing of the legs—that was not even a secret—that was open company policy."

Meanwhile, a fifth former Fox News employee told *The Daily Beast* that Carlson's allegations seem credible because Ailes runs Fox News "like his personal fiefdom" and has fostered a culture that is not only sexist but menacing, something akin to a sexual North Korea.

"It's a us and sort of terrorized environment run by pitting people against each other information up the chain of command," she said. "It's almost like a fascist state where everybody is terrorized and nobody trusts each other. People are friendly in the hallways, but you're always looking over your shoulder to see who might stab you in the back. You have to be skinny. All the hair and makeup people get strict guidance. You have to wear these kinds of clothes, this kind of makeup, this kind of hair, know how to behave, what to say, how to interact, and if you want to do well and move up, you have to toe the company line."

This person said of Carlson, "I have a sense Gretchen was aggrieved for a very long time and probably kept very good notes. Nobody sues Roger Ailes without having their eyes wide open, unless they're just idiots—and Gretchen is not an idiot."

Former female employees of Fox News described Carlson's lawsuit as potentially career-ending but also courageous.

"As soon as I heard about it, I immediately emailed her saying, 'You're my hero,'" said the fourth ex-Fox Newser who befriended the fired anchor.

"I'm proud of her," said another.

Carlson, in a statement, said she filed the suit because "I have strived to empower women and girls throughout my entire career." She added: "Although this was a difficult step to take, I had to stand up for myself and speak out for all women and the next generation of women in the workplace. I am extremely proud of my accomplishments at Fox News and for keeping our loyal viewers engaged and informed on events and news topics of the day."

—with additional reporting by Daily Beast staffers M.L. Nestel, Kate Briquetelet, and Asawin Suebsaeng.

Here is Ailes's complete statement supplied by Fox News:

"Gretchen Carlson's allegations are false. This is a retaliatory suit for the network's decision not to renew her contract, which was due to the fact that her disappointingly low ratings were dragging down the afternoon lineup. When Fox News did not commence any negotiations to renew her contract, Ms. Carlson became aware that her career with the network was likely over and conveniently began to pursue a lawsuit. Ironically, Fox News provided her with more on-air opportunities over her 11 year tenure than any other employer in the industry, for which she thanked me in her recent book. This defamatory lawsuit is not only offensive, it is wholly without merit and will be defended vigorously."

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**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

GRETCHEN CARLSON,

Plaintiff,

v.

ROGER AILES,

Defendant.

DOCUMENT FILED ELECTRONICALLY

Civil Action No.: 2:16-cv-04138

**ORDER COMPELLING ARBITRATION
AND STAYING ALL FURTHER
JUDICIAL PROCEEDINGS**

THIS MATTER having been opened to the Court by Epstein Becker & Green, P.C. (David W. Garland, Esq., appearing), attorneys for Defendant Roger Ailes, on notice to Smith Mullin, P.C. (Nancy Erica Smith, Esq., appearing), attorneys for plaintiff, by way of motion pursuant to the Federal Arbitration Act, seeking an Order compelling Plaintiff to arbitrate the claims set forth in the Complaint and staying all further judicial proceedings, and the Court having considered the submissions of the parties and having heard argument of counsel, and for good cause shown;

It is, on this ____ day of _____, 2016,

ORDERED, that this action shall proceed before a mutually selected three-member arbitration panel and held in New York City in accordance with the rules of the American Arbitration Association; and it is further

ORDERED, that this action is stayed before this Court.

_____, U.S.D.J.

CERTIFICATE OF SERVICE

I hereby certify that on this day I caused the foregoing Notice of Motion to Compel Arbitration and to Stay All Further Judicial Proceedings, Certification of Barry Asen, with attached exhibits, Memorandum of Law, proposed form of Order, and this Certificate of Service to be served upon counsel for plaintiff via FedEx Overnight Delivery to Nancy Erica Smith, Esq., Smith Mullin, P.C., 240 Claremont Avenue, Montclair, New Jersey 07042.

I also caused a copy of the foregoing documents to be filed with the Clerk of the Court via ECF in accordance with the District's Rule on Electronic Service.

/s/ DAVID W. GARLAND

Dated: July 8, 2016