

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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	:	
OJINIKA OBIEKWE,	:	
	:	
Plaintiff,	:	25-cv-00843 (VSB-KHP)
	:	
-against-	:	
	:	
WPIX-TV CHANNEL 11, NEXSTAR MEDIA	:	
GROUP, INC.,	:	
	:	
Defendants.	:	
-----X		

DEFENDANTS’ ANSWER AND DEFENSES TO COMPLAINT

Defendants WPIX-TV Channel 11 (“WPIX”) and Nexstar Media Group, Inc. (“Nexstar”) (collectively, the “Defendants”), by and through their attorneys, Cerasia Law LLC, hereby answer plaintiff Ojinika Obiekwe’s (“Plaintiff’s”) Complaint and assert the following defenses to her claims in the Complaint:

PRELIMINARY STATEMENT

Plaintiff seeks to use this baseless lawsuit to undue the consequences of her own poor performance while working at WPIX. Specifically, on January 31, 2023, WPIX informed Plaintiff that while it had the basis to terminate her employment for cause, it would characterize her termination as a non-renewal of her contract that expired on February 1. That decision – which had absolutely nothing to do with Plaintiff’s race or purported protected activity – occurred after many months of counseling by WPIX’s News Director, Nicole Tindiglia (“Tindiglia”), Nexstar’s Vice President of Human Resources, Courtney Williams (“Williams”), who is a Black female, and WPIX’s General Manager, Chris McDonnell (“McDonnell”), that Plaintiff needed to improve her job performance, including by getting outside of the studio as an Entertainment Reporter and attending red carpet events, Broadway shows, or new restaurants or clubs. WPIX encouraged

Plaintiff to think outside the box and recognize that she was a reporter with a mandate to help the station meet its goals and ratings. Plaintiff simply chose not to go to such events, claiming that she wanted to be in the studio and do interviews there. Plaintiff similarly refused to meet with WPIX management when asked to do so and they literally would have to chase her to have conversations with them. After repeated efforts to get Plaintiff to perform her job without any success, WPIX was faced with no choice but to not renew her contract.

Plaintiff's allegations of retaliation are wholly contrived and any complaints she raised while employed at WPIX regarding alleged discrimination were thoroughly investigated and unsubstantiated. Plaintiff's complaint of alleged discrimination involved her claiming that two white male entertainment anchors – in Los Angeles and Chicago – were paid more than she was and given more support. What Plaintiff failed to understand, however, is that these two individuals were not similarly-situated to her: they worked for different television stations, in different markets, in different roles and, most importantly, their pay was set by local management at those stations. WPIX's budget and pay for its employees has nothing to do with employees at different stations elsewhere in the country. Yet, Plaintiff refused to accept this undisputed fact, instead complaining that she had to re-write and print her scripts written by her producers, order her own car service, and that she was overworked and underpaid. Tindiglia, McDonnell, and others in Human Resources attempted to work with Plaintiff and her producers regarding workflow and balance, but not to Plaintiff's satisfaction, as her expectations of what she should be doing in her role were not in line with the reality of being an Entertainment Reporter at WPIX. Plaintiff also engaged in unprofessional and unprotected conduct in the workplace, making comments comparing her workplace to a plantation and slavery, which made her co-workers uncomfortable. In the end, Defendants in no way retaliated against Plaintiff and her employment ended for legitimate, non-retaliatory reasons.

1. Defendants deny the allegations in paragraph 1 of the Complaint, except admit that Plaintiff purports to assert a retaliation claim under 42 U.S.C. § 1981. Defendants further deny that they engaged in any retaliatory, discriminatory or unlawful conduct toward Plaintiff.

2. Defendants deny the allegations in paragraph 2 of the Complaint, except admit that Plaintiff worked at WPIX and that she is a Black woman.

3. Defendants deny the allegations in paragraph 3 of the Complaint, except admit that, on May 28, 2021, Nexstar Media Inc. hired Tindiglia as WPIX's News Director.

4. Defendants deny the allegations in paragraph 4 of the Complaint, except admit that WPIX terminated Plaintiff's employment, effective February 1, 2023.

PARTIES

5. Based upon information provided by Plaintiff, Defendants admit the allegations in paragraph 5 of the Complaint, except that Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations that Plaintiff is an "Emmy award-winning journalist," and therefore leave Plaintiff to her proof.

6. Defendants admit the allegations in the first sentence in paragraph 6 of the Complaint. Defendants deny the allegations in the second sentence in paragraph 6 of the Complaint, except admit that WPIX is operated by Nexstar Media Inc., a subsidiary of Nexstar, pursuant to a Local Programming and Marketing Agreement with Mission Broadcasting, Inc.

7. Defendants deny the allegations in paragraph 7 of the Complaint, except admit that WPIX is operated by Nexstar Media Inc. (a subsidiary of Nexstar) pursuant to a Local Programming and Marketing Agreement with Mission Broadcasting, Inc., that Nexstar has a 77% ownership interest in The CW Network, LLC, and that Nexstar owns and operates KTLA-TV in Los Angeles, California, and WGN-TV in Chicago, Illinois.

JURISDICTION AND VENUE

8. Defendants admit the allegations in paragraph 8 of the Complaint.

9. Defendants deny the allegations in paragraph 9 of the Complaint, except admit that, under 28 U.S.C. § 1391, venue is proper in this District.

JURY DEMAND

10. Defendants admit that paragraph 10 of the Complaint includes a demand for trial by jury.

FACTS¹

11. Based upon information supplied by Plaintiff, Defendants admit the allegations in the first sentence in paragraph 11 of the Complaint. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in the second sentence in paragraph 11 of the Complaint, and therefore leave Plaintiff to her proof, except admit that Plaintiff was an intern at WPIX and that, in November 2002, she was hired to work at WPIX.

12. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 12 of the Complaint as to Plaintiff's specific job titles, given that WPIX was owned over the years by different entities, and therefore leave Plaintiff to her proof, except admit that Plaintiff worked in various positions at WPIX during her employment.

13. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 13 of the Complaint, and therefore leave Plaintiff to her proof, except admit that Plaintiff was represented by the Screen Actors Guild - American Federation of Television and Radio Artists ("SAG-AFTRA") for purposes of collective bargaining.

¹ Defendants deny the subheadings in the "FACTS" section of the Complaint on pages 3, 4, 7, 8, 9, 10 and 11.

14. Defendants deny the allegations in paragraph 14 of the Complaint, except admit that, in December 2020, Plaintiff signed a two-year contract with WPIX to be employed as an “Anchor/Reporter.”

15. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 15 of the Complaint, and therefore leave Plaintiff to her proof.

16. Defendants deny the allegations in paragraph 16 of the Complaint.

17. Defendants deny the allegations in paragraph 17 of the Complaint.

18. Defendants deny the allegations in paragraph 18 of the Complaint, except admit that Sam Rubin (“Rubin”), who is deceased, worked at KTLA in Los Angeles and that Dean Richards (“Richards”) works at WGN in Chicago.

19. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in the first sentence in paragraph 19 of the Complaint as to what Plaintiff “knew,” and therefore leave Plaintiff to her proof. Defendants deny the allegations in the second sentence in paragraph 19 of the Complaint, except admit that Plaintiff complained to WPIX that she was paid less than Rubin and Richards despite the fact that Rubin and Richards worked at different stations in markets outside of New York City and reported to different managers who set their pay, and thus were not similarly-situated to Plaintiff.

20. Defendants deny the allegations in paragraph 20 of the Complaint.

21. Defendants deny the allegations in paragraph 21 of the Complaint.

22. Defendants deny the allegations in paragraph 22 of the Complaint.

23. Defendants deny the allegations in paragraph 23 of the Complaint, except admit that, at times, Plaintiff made certain statements to her co-workers about what she perceived as

discrimination in the workplace and, in doing so, made certain inflammatory statements and offended some co-workers, and thus was not protected activity.

24. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 24 of the Complaint regarding specific comments made, and therefore leave Plaintiff to her proof, except admit generally that Plaintiff made certain comments comparing her work to slavery and that her comments offended some co-workers, and thus were not protected activity.

25. Defendants deny the allegations in paragraph 25 of the Complaint, except admit that, in or about 2019, Plaintiff complained to Williams, who at that time was employed by Tribune Media Co. and worked out of WPIX, regarding Rubin's and Richards' pay.

26. Defendants deny the allegations in paragraph 26 of the Complaint, except admit that Plaintiff generally complained about being overworked and underpaid as compared to Rubin and Richards.

27. Defendants deny the allegations in paragraph 27 of the Complaint, except admit that Plaintiff generally complained about being overworked and underpaid as compared to Rubin and Richards.

28. Defendants deny the allegations in paragraph 28 of the Complaint, except admit that Plaintiff generally complained about being overworked and underpaid as compared to Rubin and Richards.

29. Defendants deny the allegations in paragraph 29 of the Complaint, except admit that Plaintiff generally complained about being overworked and underpaid as compared to Rubin and Richards.

30. Defendants deny the allegations in paragraph 30 of the Complaint, except admit that Plaintiff generally complained about being overworked and underpaid as compared to Rubin and Richards.

31. Defendants deny the allegations in paragraph 31 of the Complaint, except admit that Plaintiff generally complained about being overworked and underpaid as compared to Rubin and Richards.

32. Defendants deny the allegations in paragraph 32 of the Complaint, but deny knowledge or information sufficient to form a belief as to the truth of the allegations with respect to what Plaintiff understood, and therefore leave Plaintiff to her proof concerning that allegation.

33. Defendants deny the allegations in paragraph 33 of the Complaint.

34. Defendants admit the allegations in paragraph 34 of the Complaint.

35. Defendants deny the allegations in paragraph 35 of the Complaint.

36. Defendants deny the allegations in paragraph 36 of the Complaint, except admit that, in August 2021, Plaintiff met with Tindiglia and Nexstar's Regional Human Resources Director, Kathy Neder, with respect to Plaintiff's comments during an interview relating to an investigation performed by Neder in July 2021 concerning issues regarding producers at WPIX that Plaintiff felt undervalued and underpaid.

37. Defendants deny the allegations in paragraph 37 of the Complaint, except admit that Neder explained to Plaintiff that she was not underpaid.

38. Defendants deny the allegations in paragraph 38 of the Complaint, except admit that Tindiglia expressed a willingness to work with Plaintiff and her producers about workflow issues.

39. Defendants deny the allegations in paragraph 39 of the Complaint, except admit that, on August 4, 2021, Plaintiff emailed Neder, Williams and Tindiglia, and that such email speaks for itself.

40. Defendants deny the allegations in paragraph 40 of the Complaint, except admit that, on August 4, 2021, Plaintiff emailed Neder, Williams and Tindiglia, and that such email speaks for itself.

41. Defendants deny the allegations in paragraph 41 of the Complaint, except admit that Tindiglia responded by email to Plaintiff's August 4, 2021 email, and that such email response speaks for itself.

42. Defendants deny the allegations in paragraph 42 of the Complaint.

43. Defendants deny the allegations in paragraph 43 of the Complaint.

44. Defendants deny the allegations in paragraph 44 of the Complaint.

45. Defendants deny the allegations in paragraph 45 of the Complaint, except admit that, on May 20, 2022, Nexstar's Human Resources Business Partner at WPIX, Ruby Wu ("Wu"), emailed Plaintiff, and that such email speaks for itself.

46. Defendants deny the allegations in paragraph 46 of the Complaint, except admit that, on May 20, 2022, Wu emailed Plaintiff, and that such email speaks for itself.

47. Defendants deny the allegations in paragraph 47 of the Complaint.

48. Defendants deny the allegations in paragraph 48 of the Complaint, except admit that, on May 23, 2022, Plaintiff sent an email to Wu, which speaks for itself.

49. Defendants deny the allegations in paragraph 49 of the Complaint, except admit that, on May 23, 2022, Plaintiff sent an email to Wu, which speaks for itself.

50. Defendants deny the allegations in paragraph 50 of the Complaint, except admit that, on May 23, 2022, Plaintiff sent an email to Wu, which speaks for itself.

51. Defendants deny the allegations in paragraph 51 of the Complaint.

52. Defendants deny the allegations in paragraph 52 of the Complaint.

53. Defendants deny the allegations in paragraph 53 of the Complaint.

54. Defendants deny the allegations in paragraph 54 of the Complaint, except generally admit that Plaintiff made comments to her co-workers comparing work to slavery and that her comments offended some co-workers, and thus was not protected activity.

55. Defendants deny the allegations in paragraph 55 of the Complaint, except admit that a WPIX employee told Tindiglia that certain of Plaintiff's comments made her feel uncomfortable.

56. Defendants deny the allegations in paragraph 56 of the Complaint.

57. Defendants deny the allegations in paragraph 57 of the Complaint, except admit that Tindiglia told Plaintiff that Plaintiff's comments comparing workflow to slavery made her colleagues uncomfortable.

58. Defendants deny the allegations in paragraph 58 of the Complaint.

59. Defendants deny the allegations in paragraph 59 of the Complaint.

60. Defendants deny the allegations in paragraph 60 of the Complaint.

61. Defendants deny the allegations in paragraph 61 of the Complaint.

62. Defendants deny the allegations in paragraph 62 of the Complaint.

63. Defendants deny the allegations in paragraph 63 of the Complaint.

64. Defendants deny the allegations in paragraph 64 of the Complaint.

65. Defendants deny the allegations in paragraph 65 of the Complaint, except admit that on January 31, 2023, Tindiglia and Williams met with Plaintiff and Nicole Johnson, a SAG-AFTRA

representative, and communicated WPIX's decision to not renew Plaintiff's contract (the "January 31 Meeting").

66. Defendants deny the allegations in paragraph 66 of the Complaint, except admit that Plaintiff was informed that, while WPIX had cause to terminate her employment due to poor performance, including her failure to perform her job duties and insubordination, WPIX decided to characterize the end of her employment at WPIX as a non-renewal of her contract.

67. Defendants deny the allegations in paragraph 67 of the Complaint.

68. Defendants deny the allegations in paragraph 68 of the Complaint, except admit that SAG-AFTRA lawyers informed WPIX that SAG-AFTRA intended to grieve Plaintiff's termination

69. Defendants deny the allegations in paragraph 69 of the Complaint.

70. Defendants deny the allegations in paragraph 70 of the Complaint.

71. Defendants deny the allegations in paragraph 71 of the Complaint.

72. Defendants deny the allegations in paragraph 72 of the Complaint, except admit that, during the January 31 Meeting, WPIX communicated its decision to not renew Plaintiff's contract.

FRIST CAUSE OF ACTION

73. Defendants incorporate herein their responses to the proceeding paragraphs as if fully set forth herein.

74. The allegations in paragraph 74 of the Complaint state a legal conclusion to which no response is required. To the extent that a response is deemed required, Defendants deny the allegations in paragraph 74 of the Complaint.

75. Defendants deny the allegations in paragraph 75 of the Complaint.

76. Defendants deny the allegations in paragraph 76 of the Complaint.

77. Defendants deny the allegations in paragraph 77 of the Complaint.

78. Defendants deny the allegations in paragraph 78 of the Complaint.

79. Defendants deny the allegations in paragraph 79 of the Complaint.

80. Defendants deny the allegations in paragraph 80 of the Complaint.

81. Defendants deny the allegations in paragraph 81 of the Complaint.

PRAYER FOR RELIEF

Defendants deny that Plaintiff is entitled to any of the relief requested in the Prayer For Relief on page 13 of the Complaint or to any other relief.

GENERAL DENIAL

Defendants deny each and every allegation in the Complaint that is not specifically admitted herein.

AFFIRMATIVE AND OTHER DEFENSES

At this time, Defendants assert the following affirmative and other defenses to the claims in the Complaint. Defendants reserve the right to modify, add to or supplement their defenses based upon the discovery in this case.

FIRST DEFENSE

The Complaint fails to state a claim upon which relief can be granted.

SECOND DEFENSE

Defendants' decisions with respect to Plaintiff were based on legitimate and non-discriminatory and non-retaliatory reasons.

THIRD DEFENSE

Defendants acted at all times in good faith and consistently maintained, implemented and enforced a policy against discrimination and retaliation, and otherwise exercised reasonable care to prevent and correct promptly any discrimination or retaliation to which Plaintiff claims she was

subjected. Plaintiff unreasonably failed to take advantage of preventative and corrective opportunities provided by Defendants or to avoid harm otherwise.

FOURTH DEFENSE

In the event that Plaintiff can demonstrate that her alleged purported protected activity was a motivating factor in any alleged employment decision that she challenges, she is not entitled to money damages or other relief because Defendants would have taken the same action in the absence of any such impermissible factor.

FIFTH DEFENSE

Any emotional distress allegedly suffered by Plaintiff was not caused by Defendants or any agents of Defendants.

SIXTH DEFENSE

Subject to proof through discovery, Plaintiff's request for relief or damages is barred in whole or in part by the after-acquired evidence defense.

SEVENTH DEFENSE

Subject to proof through discovery, Plaintiff's claims for monetary relief are barred, in whole or in part, because she has not appropriately or adequately mitigated her purported damages.

EIGHTH DEFENSE

Defendants acted in good faith and without malice, willfulness or evil intent, including, but not limited to, in connection with any employment decision.

NINTH DEFENSE

To the extent applicable, Defendants are not vicariously liable for any punitive damages.

TENTH DEFENSE

Plaintiff's demand for punitive damages against the Defendants is barred, in whole or in part, because they made good faith efforts to comply with anti-discrimination and anti-retaliation laws at all times, and have adopted, publicized, and enforced policies against the type of discrimination and retaliation alleged in the Complaint.

WHEREFORE, Defendants respectfully request that the Court enter judgment (a) dismissing the Complaint with prejudice; (b) awarding to Defendants their attorneys' fees and expenses incurred in connection with this lawsuit; and (c) granting to Defendants such other and further relief as the Court may deem just and proper.

Dated: New York, New York
March 31, 2025

CERASIA LAW LLC



By _____

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