

**Kristin L. Bremer Moore**, OSB No. 032744

kristin.bremer@tonkon.com  
TONKON TORP LLP  
1600 Pioneer Tower  
888 S.W. Fifth Avenue  
Portland, OR 97204  
Telephone: 503.221.1440

**Charles P. Roberts, III** (admitted *pro hac vice*)

croberts@constangy.com  
CONSTANGY, BROOKS, SMITH & PROPHETE, LLP  
100 N. Cherry Street, Suite 300  
Winston-Salem, NC 27101-4016  
Telephone: 336.721.6852

Attorneys for Nexstar Broadcasting, Inc.  
d/b/a KOIN-TV

**UNITED STATES DISTRICT COURT**

**DISTRICT OF OREGON**

**(Portland Division)**

**RONALD K. HOOKS**, Regional Director of the  
Nineteenth Region of the National Labor Relations  
Board, for and on behalf of the NATIONAL  
LABOR RELATIONS BOARD,

Petitioner,

v.

**NEXSTAR BROADCASTING, INC. D/B/A  
KOIN-TV,**

Respondent.

Case No: 3:21-cv-00177-MO

**ANSWER TO PETITION  
FOR PRELIMINARY  
INJUNCTIVE RELIEF**

NOW COMES Nexstar Broadcasting, Inc., D/B/A KOIN-TV, hereafter “Respondent” or “KOIN,” and files this its Answer to Petition for Preliminary Injunctive Relief.

With respect to the specific numbered allegations set forth in the Petition, KOIN answers as follows:

1. Admitted.

2. Admitted.

3. Admitted.

4. Admitted.

5. Admitted.

6. Regarding paragraph 6 of the Petition, KOIN admits only that Petitioner decided to issue a complaint based on the charges filed. KOIN denies that Petitioner had reasonable cause to believe that any statutory violations occurred, and denies all allegations not specifically admitted.

7. Admitted.

8. Admitted.

9. Admitted.

10. Admitted.

11. Admitted.

12. Admitted.

13. Admitted.

14. Admitted.

15. Denied.

(a) Admitted.

(b) Admitted.

(c) Admitted.

(d) Admitted.

(e) Admitted.

(f) Admitted.

(g) Admitted.

(h) Admitted.

(i) Admitted.

(j) Admitted.

(k) Denied.

(l) Denied.

(m) Denied.

(n) Admitted.

(o) Admitted.

(p) Admitted.

(q) Regarding paragraph 15(q) of the Petition, KOIN admits only that it did not notify or bargain with the Union regarding the actions described in paragraphs 15(n) and 15(o) of the Petition. KOIN denies making the changes described in paragraphs 15(l) and 15(m) of the Petition and denies all allegations not specifically admitted.

(r) Admitted.

(s) Admitted.

(t) Denied.

(u) Denied.

(v) Denied.

(w) Denied.

(x) Denied.

(y) Denied.

(z) Denied.

16. Regarding paragraph 16 of the Petition, KOIN denies committing any unfair labor practices, but admits that the alleged unfair labor practices occurred in this judicial district.

17. Denied.

18. Denied.

19. Denied.

(a) Denied.

(b) Denied.

(c) Denied.

(d) Denied.

20. Denied.

21. Denied.

22. Denied.

23. Denied.

24. Denied.

Regarding the Prayer for Relief, KOIN denies that Petitioner is entitled to any of the relief requested or to any relief whatsoever.

### **AFFIRMATIVE DEFENSES**

#### **FIRST AFFIRMATIVE DEFENSE – PETITIONER’S UNCLEAN HANDS**

1. As its First Affirmative Defense, KOIN alleges that Petitioner is not entitled to any injunctive relief because of the Petitioner’s unclean hands. More specifically, Petitioner seeks inappropriate piecemeal preliminary relief. His petition focuses exclusively on an isolated piece of a much larger bargaining case that cannot be decided except as a whole. Petitioner fails to acknowledge that he has previously determined that the Union, on whose behalf he seeks equitable

relief, engaged in an ongoing pattern of bad faith bargaining, as well as other unlawful coercive behavior, throughout the time period in which the Petitioner's allegations against KOIN arose. The requested injunctive relief would be wholly inequitable.

**SECOND AFFIRMATIVE DEFENSE – UNION'S UNCLEAN HANDS**

2. As its Second Affirmative Defense, KOIN alleges that Petitioner is not entitled to any injunctive relief because the Union, on whose behalf Petitioner seeks relief, has engaged in an ongoing pattern of bad faith bargaining, unlawful conduct, and intimidation and coercion of bargaining unit employees, thereby precluding any testing of KOIN's good faith and making the requested injunctive relief inconsistent with basic principles of equity. More specifically, the Union engaged in the following unlawful conduct during the thirty months that KOIN bargained with the Union prior to withdrawing recognition:

A. Since June 2017, unlawfully insisted upon an initiation fee in the amount of three weeks of pay that was excessive and discriminatory in conjunction with a union security clause that subjected employees to termination if they failed to pay this fee.

B. Since September 2017, unlawfully informed employees that they were required to join the Union and pay dues and initiation fees at a time when there was no lawful Union security agreement in place.

C. Unlawfully refused to furnish relevant information requested by KOIN on or about June 7, 2018.

D. Unlawfully refused to furnish relevant information requested by KOIN on or about December 14, 2018.

E. Unlawfully refused to furnish relevant information requested by KOIN on or about June 26, 2019.

F. Unlawfully refused to furnish relevant information requested by KOIN on or about August 14, 2019.

G. Since August 14, 2019, unlawfully refused to bargain over mandatory subjects of bargaining.

H. Since October 1, 2019, unlawfully coerced and restrained employees in the exercise of their statutory rights by offering to waive Union initiation fees if they joined the Union during a limited window period, and at a time when employees were seeking to remove the Union as their exclusive bargaining representative.

3. Defendant reserves the right to assert additional defenses as Petitioner's claim is clarified in the course of this litigation.

WHEREFORE, KOIN respectfully requests that the Petition be denied in its entirety and that it be granted such additional relief as is just and equitable.

DATED this 26th day of February, 2021.

TONKON TORP LLP

By: s/ Kristin L. Bremer Moore

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