

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS**

LAUREN LOCKWOOD,

Plaintiff,

v.

CBS RADIO INC., CBS SPORTS RADIO,
ENTERCOM COMMUNICATIONS
CORP., JOSEPH BENIGNO, SEAN
ARGAMAN, MARK ZUKERMAN, ABC
CORPORATIONS and JOHN DOES 1-10,

Defendants.

Index No.: 514650/2018

**DEFENDANTS' VERIFIED ANSWER
AND DEFENSES**

Entercom Communications Corp. ("Entercom"), CBS Radio Inc., CBS Radio East, LLC ("CBS Radio East," incorrectly named in the Complaint as "CBS Sports Radio"), Joseph Benigno ("Mr. Benigno"), Sean Argaman ("Mr. Argaman"), and Mark Zukerman ("Mr. Zukerman") (collectively, "Defendants"), through their undersigned counsel, hereby respond to the Verified Complaint ("Complaint") of Lauren Lockwood ("Plaintiff") in accordance with its numbered paragraphs as follows:

NATURE OF THE ACTION¹

1. Defendants admit only that, among other causes of action, Plaintiff purports to assert claims under the New York City Human Rights Law ("NYCHRL") and the New York State Human Rights Law ("NYHRL"), and that Plaintiff alleges she is entitled to relief. Defendants deny that they discriminated or retaliated against Plaintiff, or harassed her in any way, and further deny that Plaintiff is entitled to any of the relief sought.

¹ The headings included in the Answer are derived from those used in the Complaint.

2. Defendants admit only that Plaintiff purports to assert claims under the NYCHRL and the NYHRL, as well as certain common law tort claims. Defendants lack sufficient knowledge or information to form a belief as to why Plaintiff initiated this action. Defendants deny that they discriminated or retaliated against Plaintiff, or harassed her in any way, and further deny that Plaintiff is entitled to any of the relief sought.

JURISDICTION AND VENUE

3. The allegations in Paragraph 3 of the Complaint are conclusions of law to which no responsive pleading is required.

PROCEDURAL REQUIREMENTS

4. Defendants lack sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 4 of the Complaint.

PARTIES

5. Defendants admit only that Plaintiff is female, and that Defendant Entercom's records reflect that Plaintiff is 40 years old. Defendants lack sufficient knowledge or information to form a belief as to the truth of the remaining allegations in Paragraph 5 of the Complaint.

6. Defendants admit only that Defendant CBS Radio Inc. is a corporation organized under Delaware law, and that it is authorized to conduct business in the State of New York. Defendants deny the remaining allegations in Paragraph 6 of the Complaint.

7. Defendants admit only that Defendant CBS Radio Inc. is a corporation organized under Delaware law, and that it conducts business in the State of New York. Defendants deny the remaining allegations in Paragraph 7 of the Complaint.

8. Defendants admit only that Defendant CBS Radio Inc. derives revenue from its broadcasts, and that it has more than 100 stations nationwide. Defendants deny the remaining allegations in Paragraph 8 of the Complaint.

9. Denied.

10. Defendants admit only that Defendant CBS Radio Inc. employs four or more people and conducts business in the State and City of New York. The remaining allegations in Paragraph 10 of the Complaint are conclusions of law to which no responsive pleading is required.

11. Defendants admit only that Defendant CBS Radio Inc. employs four or more people and conducts business in the State and City of New York. The remaining allegations in Paragraph 11 of the Complaint are conclusions of law to which no responsive pleading is required.

12. Defendants admit only that Defendant CBS Radio East² is a limited liability company organized under the laws of Delaware, and that it is authorized to conduct business in the State of New York. Defendants deny the remaining allegations in Paragraph 12 of the Complaint.

13. Defendants admit only that Defendant CBS Radio East is a limited liability company organized under the laws of Delaware, and that it conducts business in the State of New York. Defendants deny the remaining allegations in Paragraph 13 of the Complaint.

14. Defendants admit only that Defendant CBS Radio East is a limited liability company organized under the laws of Delaware, and that it derives revenue from transacting

² Defendants will respond to each allegation regarding “CBS Sports Radio,” which is incorrectly named in the Complaint, as if the allegation referenced “CBS Radio East.”

business in the State of New York. Defendants deny the remaining allegations in Paragraph 14 of the Complaint.

15. Denied.

16. Defendants admit only that Defendant CBS Radio East is a wholly owned subsidiary of Defendant CBS Radio Inc., that Defendant CBS Radio Inc. is a wholly owned subsidiary of Defendant Entercom, and that Defendant CBS Radio Inc. and Defendant CBS Radio East conduct business in the State of New York. Defendants deny the remaining allegations in Paragraph 16 of the Complaint.

17. Denied.

18. Defendants admit only that Defendant CBS Radio East employs four or more people and conducts business in the State and City of New York. The remaining allegations in Paragraph 18 of the Complaint are conclusions of law to which no responsive pleading is required.

19. Defendants admit only that Defendant CBS Radio East employs four or more people and conducts business in the State and City of New York. The remaining allegations in Paragraph 19 of the Complaint are conclusions of law to which no responsive pleading is required.

20. Defendants admit only that Defendant Entercom is a corporation organized under Pennsylvania law, and that it conducts business in the State of New York. Defendants deny the remaining allegations in Paragraph 20 of the Complaint.

21. Defendants admit only that Defendant Entercom is a corporation organized under Pennsylvania law, and that it transacts business in the State of New York. Defendants deny the remaining allegations in Paragraph 21 of the Complaint.

22. Defendants admit only that on or about November 17, 2017, Defendant Entercom acquired Defendant CBS Radio Inc., and that Defendant CBS Radio Inc. and Defendant Entercom both conduct business in the State of New York. Defendants deny the remaining allegations in Paragraph 22 of the Complaint.

23. Admitted.

24. Defendants admit only that Defendant CBS Radio East is a wholly owned subsidiary of Defendant CBS Radio Inc., that Defendant CBS Radio Inc. is a wholly owned subsidiary of Defendant Entercom, and that Defendant CBS Radio East and Defendant CBS Radio Inc. broadcast sports content throughout the United States on radio and online. Defendants deny the remaining allegations in Paragraph 24 of the Complaint.

25. Admitted.

26. Defendants admit only that Defendant Entercom employs four or more people and conducts business in the State and City of New York. The remaining allegations in Paragraph 26 of the Complaint are conclusions of law to which no responsive pleading is required.

27. Defendants admit only that Defendant Entercom employs four or more people and conducts business in the State and City of New York. The remaining allegations in Paragraph 27 of the Complaint are conclusions of law to which no responsive pleading is required.

28. Admitted.

29. Denied. Defendant Benigno was employed by Defendant CBS Radio East.

30. Admitted.

31. Denied. Defendant Argaman was employed by Defendant CBS Radio East.

32. Admitted.

33. Denied. Defendant Zukerman was employed by Defendant CBS Radio East.

34. Defendants admit only that Mr. Benigno is a defendant in this action. The remaining allegations in Paragraph 34 of the Complaint are conclusions of law to which no responsive pleading is required.

35. Denied. Mr. Benigno did not supervise Plaintiff, nor did he make decisions that affected the terms and conditions of Plaintiff's employment.

36. Defendants admit only that Mr. Argaman is a defendant in this action. The remaining allegations in Paragraph 36 of the Complaint are conclusions of law to which no responsive pleading is required.

37. Defendants admit only that Mr. Argaman was Plaintiff's supervisor during certain periods of her employment, and that during this time he was authorized to make decisions that affected the terms and conditions of Plaintiff's employment. Defendants deny the remaining allegations in Paragraph 37 of the Complaint.

38. Defendants admit only that Mr. Argaman was Plaintiff's supervisor during certain periods of her employment. Defendants deny the remaining allegations in Paragraph 38 of the Complaint.

39. Defendants admit only that Mr. Zukerman is a defendant in this action. The remaining allegations in Paragraph 39 of the Complaint are conclusions of law to which no responsive pleading is required.

40. Defendants admit only that Mr. Zukerman was Plaintiff's supervisor during certain periods of her employment, and that during this time he was authorized to make decisions that affected the terms and conditions of Plaintiff's employment. Defendants deny the remaining allegations in Paragraph 40 of the Complaint.

41. Defendants admit only that Mr. Zukerman was Plaintiff's supervisor during certain periods of her employment. Defendants deny the remaining allegations in Paragraph 41 of the Complaint.

42. Denied.

43. Denied.

44. Denied.

45. Defendants admit only that Defendant Entercom maintains certain policies that are applicable to employees of Defendant CBS Radio East. Defendants deny the remaining allegations in Paragraph 45 of the Complaint.

46. Defendant Entercom admits only that it monitors the compliance and effectiveness of its human resources policies and has involvement with the discipline and termination of certain employees of Defendant CBS Radio East. Defendants deny the remaining allegations in Paragraph 46 of the Complaint.

PLAINTIFF'S EMPLOYMENT HISTORY

47. Admitted.

48. Defendants admit only that Plaintiff was employed as an Account Executive for WFAN-AM, then on the Yankees Play-by-Play team from on or about November 2012 through July 17, 2017. Defendants deny the remaining allegations in Paragraph 48 of the Complaint.

49. Defendants admit only that as an Account Executive for WFAN on the Yankees Play-by-Play team Plaintiff's job duties included bringing in new advertisers, building and maintaining relationships with key decision makers, creating certain marketing solutions, maintaining certain communications with clients, and staying updated on certain market trends. Defendants deny the remaining allegations of Paragraph 49 of the Complaint.

50. Denied.

51. Denied.

52. Defendants admit only that, in or about October 2012, Plaintiff came under the supervision of Mr. Argaman, who at that time was a General Manager at Defendant CBS Radio Inc. Defendants deny the remaining allegations in Paragraph 52 of the Complaint.

53. Admitted.

54. Defendants admit only that the individuals identified in Paragraph 54 of the Complaint have held managerial roles. Defendants deny the remaining allegations in Paragraph 54 of the Complaint.

55. Denied.

56. Denied. Defendants expressly deny that they treated male employees more favorably than female employees.

57. Denied. Defendants expressly deny that Plaintiff or her female co-workers were subjected to sexual comments, sexual solicitations, unwelcome touching, innuendoes, or hostility.

58. Denied. Defendants expressly deny that they subjected Plaintiff to any sexual harassment or any sexual comments, innuendos, jokes, or inappropriate touching.

59. Denied. Defendants expressly deny that human resources policies were not enforced.

60. Denied.

61. Admitted.

62. Denied. Defendants expressly deny that Plaintiff was subjected to any sexist comments or flirtatious innuendos, that any sexual harassment policies were not enforced, or that an “anything goes” culture existed.

63. Denied.

64. Defendants admit only that Paragraph 64 of the Complaint purports to characterize the content of a written document, which speaks for itself. Defendants deny the remaining allegations in Paragraph 64 of the Complaint.

65. Denied. Defendants expressly deny the existence of a workplace culture that resulted in harassment, discrimination, or retaliation.

66. Denied. Defendants expressly deny the existence of a workplace culture that in any way created, permitted, and/or condoned a hostile work environment based on sex.

67. Denied. Defendants expressly deny that a hostile work environment existed.

68. Denied. Defendants expressly deny that they fostered a culture that permitted drinking alcohol in the office during work hours. On those rare occasions where alcohol was permitted, such as during a holiday party, Plaintiff typically was among those who participated.

69. Denied.

70. Defendants admit only that alcohol was available to clients and employees (including Plaintiff) at certain events. Defendants deny the remaining allegations in Paragraph 70 of the Complaint.

71. Denied as stated. Defendants admit only that, at certain events, clients were offered food and beverages. Defendants deny the remaining allegations in Paragraph 71 of the Complaint.

72. Defendants admit only that Plaintiff planned an outing in which a bus was chartered for the Giants/Jets game in December 2015, that Mr. Argaman and clients participated in the event, and that alcohol was served on the bus and in the suite at the game. Defendants deny the remaining allegations in Paragraph 72 of the Complaint.

73. Defendants admit only that there was an event attended by certain clients and that damage occurred to a bus that provided transportation related to the event. Defendants deny the remaining allegations of Paragraph 73 of the Complaint.

74. Denied.

75. Denied.

76. Denied.

77. Defendants admit only that Account Executives took clients out to lunch and at certain lunches wine was purchased and consumed. Defendants deny the remaining allegations in Paragraph 77 of the Complaint.

78. Denied.

79. Defendants admit only that there was a 2016 holiday party, and that alcoholic and non-alcoholic beverages were provided. Defendants deny the remaining allegations in Paragraph 79 of the Complaint.

80. Denied.

81. Denied.

82. Denied.

83. Defendants admit only that, in connection with a Human Resources investigation, Director of Human Resources Margaret Marion spoke with Plaintiff about a relationship Plaintiff

had with a work colleague, and that Plaintiff purported to deny that relationship. Defendants deny the remaining allegations in Paragraph 83 of the Complaint.

84. Defendants lack sufficient knowledge or information to form a belief as to Plaintiff's allegations concerning "rumors." Defendants deny the remaining allegations in Paragraph 84 of the Complaint.

85. Admitted. Human Resources did not conduct an investigation of any alleged relationship between Mr. Welsh and his female assistant because no one complained or raised the issue with Human Resources.

86. Admitted. Human Resources did not conduct an investigation of any alleged relationship between Mr. Benigno and any female employee because no one complained or raised the issue with Human Resources.

87. Denied. Defendants expressly deny that they treated male employees more favorably than female employees.

88. Admitted.

89. Denied.

90. Admitted.

91. Denied.

92. Denied.

93. Denied.

94. Denied.

95. Denied.

96. Denied.

97. Denied.

98. Denied.

99. Denied.

100. Defendants admit only that Paragraph 100 of the Complaint purports to characterize photographs, which speak for themselves. Defendants deny the remaining allegations in Paragraph 100 of the Complaint.

101. Defendants admit only that Mr. Benigno participated in a video for a town hall meeting. Defendants deny the remaining allegations in Paragraph 101 of the Complaint.

102. Denied.

103. Denied.

104. Denied.

105. Denied.

106. Denied.

107. Denied.

108. Denied.

109. Denied. Defendants expressly deny that they retaliated against Plaintiff in any way.

110. Defendants admit only that Mr. Benigno's contract to host the WFAN mid-day show was renewed in or about November 2017 for a three-year period, and that Sid Rosenberg's employment was at one point terminated. Defendants deny the remaining allegations in Paragraph 110 of the Complaint.

111. Denied. Defendants expressly deny that they fostered a work environment where male managers favored male employees in the terms and conditions of their employment.

112. Denied. Defendants expressly deny the existence of a “Bro’s Club” that favored male employees over female employees.

113. Denied. Defendants expressly deny the existence of a “Bro’s Club,” and further deny that male employees were treated more favorably than female employees.

114. Denied.

115. Denied.

116. Defendants admit only that Mr. Zukerman coached Plaintiff with respect to her sales performance numbers and other issues. Defendants deny the remaining allegations in Paragraph 116 of the Complaint, and expressly deny that they treated Plaintiff less favorably than her male counterparts.

117. Denied.

118. Defendants admit only that managers would congratulate their male and female Sports Account Executives when their performance warranted it, and that Paragraph 118 of the Complaint purports to characterize the contents of a written document, which speaks for itself. Defendants deny the remaining allegations in Paragraph 118 of the Complaint.

119. Denied.

120. Denied. Defendants expressly deny that they treated Plaintiff less favorably than her male counterparts.

121. Denied.

122. Denied.

123. Denied.

124. Denied.

125. Denied.

126. Denied.

127. Denied.

128. Denied.

129. Denied. Defendants expressly deny the existence of any discrimination or harassment in the workplace.

130. Denied.

131. Defendants admit only that a suite was maintained at the Barclays Center at which clients were entertained. Defendants deny the remaining allegations in Paragraph 131 of the Complaint.

132. Denied.

133. Defendants admit only that a press conference event associated with the Floyd Mayweather/Conor McGregor boxing match was held on July 13, 2017, and that certain employees and clients attended. Defendants deny the remaining allegations in Paragraph 133 of the Complaint.

134. Defendants admit only that there was an event attended by certain employees and clients, and that Plaintiff was among the employees who attended the event at the Barclays Center. Defendants deny the remaining allegations in Paragraph 134 of the Complaint.

135. Defendants admit only that Plaintiff and a former co-worker, a guest of Plaintiff, attended the event, and that Plaintiff and her guest instigated an altercation with individuals in an adjacent suite, as well as with a client. Defendants deny the remaining allegations in Paragraph 135 of the Complaint.

136. Denied. Plaintiff and her guest instigated an altercation with individuals in an adjacent suite, as well as with a client. During this altercation, Plaintiff and her guest struck a

bystander male employee who was attempting to break up the altercation and escort Plaintiff and her guest out of the suite. Defendants deny the remaining allegations in Paragraph 136 of the Complaint.

137. Defendants admit only that Mr. Argaman notified Plaintiff that she was suspended on July 14, 2017, that an investigation occurred, and that the male bystander employees in the suite were interviewed but not suspended because none of the male employees instigated the altercation but rather attempted to diffuse the situation. Defendants deny the remaining allegations in Paragraph 137 of the Complaint.

138. Defendants admit only that, on July 17, 2017, Ms. Marion informed Plaintiff that her employment was terminated for her involvement in an altercation at an event. Defendants deny the remaining allegations in Paragraph 138 of the Complaint.

139. Defendants admit only that Plaintiff was not shown a copy of the video during the course of the meeting, and that her employment was terminated during the meeting. Defendants deny the remaining allegations in Paragraph 139 of the Complaint.

140. Defendants admit only that Paragraph 140 of the Complaint purports to characterize the contents of a video, which speaks for itself. Defendants deny the remaining allegations in Paragraph 140 of the Complaint.

141. Defendants lack sufficient knowledge or information to form a belief as to Plaintiff's alleged injuries. Defendants deny the remaining allegations in Paragraph 141 of the Complaint.

142. Defendants admit only that the male bystander employee was not disciplined, suspended, or terminated because there was no reason to do so. Defendants deny the remaining allegations in Paragraph 142 of the Complaint.

143. Defendants admit only that Plaintiff was the only employee who was terminated in connection with the altercation that she and her guest instigated. Defendants deny the remaining allegations in Paragraph 143 of the Complaint.

144. Denied.

145. Denied.

146. Denied.

147. Denied.

148. Denied.

149. Denied. Defendants expressly deny that they defamed Plaintiff in any way.

150. Denied.

151. Denied.

152. Denied.

FIRST CAUSE OF ACTION
Hostile Work Environment Based on Sex (NYSHRL)

153. Defendants incorporate by reference all of the preceding paragraphs as if fully set forth herein.

154. Denied.

155. Denied.

156. Denied.

157. Denied.

158. Denied.

SECOND CAUSE OF ACTION
Sexual Harassment/*Quid Pro Quo* (NYSHRL)

159. Defendants incorporate by reference all of the preceding paragraphs as if fully set forth herein.

160. Denied.

161. Denied.

162. Denied.

163. Denied.

164. Denied.

165. Denied.

166. Denied.

THIRD CAUSE OF ACTION
Discrimination Based on Sex (Disparate Treatment (NYSHRL)

167. Defendants incorporate by reference all of the preceding paragraphs as if fully set forth herein.

168. Denied.

169. Denied.

170. Denied.

171. Denied.

172. Denied.

FOURTH CAUSE OF ACTION
Sex Discrimination – Disparate Impact (NYSHRL)

173. Defendants incorporate by reference all of the preceding paragraphs as if fully set forth herein.

174. Denied.

175. Denied.

176. Denied.

177. Denied.

178. Denied.

FIFTH CAUSE OF ACTION

Retaliation (NYSHRL)

179. Defendants incorporate by reference all of the preceding paragraphs as if fully set forth herein.

180. Denied.

181. Denied.

182. Denied.

183. Denied.

184. Denied.

SIXTH CAUSE OF ACTION

Hostile Work Environment Based on Sex (NYCHRL)

185. Defendants incorporate by reference all of the preceding paragraphs as if fully set forth herein.

186. Denied.

187. Denied.

188. Denied.

189. Denied.

190. Denied.

SEVENTH CAUSE OF ACTION
Aiding and Abetting (NYCHRL)

191. Defendants incorporate by reference all of the preceding paragraphs as if fully set forth herein.

192. Denied.

193. Denied.

EIGHTH CAUSE OF ACTION
Defamation

194. Defendants incorporate by reference all of the preceding paragraphs as if fully set forth herein.

195. Denied.

196. Denied.

197. Denied.

NINTH CAUSE OF ACTION
Intentional Interference with Prospective Employer and Economic Advantage

198. Defendants incorporate by reference all of the preceding paragraphs as if fully set forth herein.

199. Denied.

200. Denied.

201. Denied.

202. Denied.

DEFENDANTS' PRAYER FOR RELIEF

Defendants deny that Plaintiff is entitled to any relief in this matter, including but not limited to the remedies described and relief requested in the WHEREFORE clauses of the

Complaint.

GENERAL DENIAL

Defendants deny each and every allegation in the Complaint that has not otherwise been specifically admitted or denied here.

DEFENSES

1. Plaintiff's claims are barred for failure to state a claim upon which relief may be granted.

2. Each and every action taken by Defendants with regard to Plaintiff's employment was based on legitimate, non-discriminatory, and non-retaliatory reasons.

3. Plaintiff's claimed damages are barred to the extent that Plaintiff has mitigated, or failed to mitigate, her alleged damages.

4. Plaintiff's claims are barred, in whole or in part, by the applicable statutes of limitations, laches, estoppel, waiver, or other equitable defenses.

5. Any claim for punitive damages is barred because, at all relevant times, Defendants made good-faith efforts to comply with all applicable statutes and laws.

6. Assuming *arguendo* (while vigorously denying) that Defendants engaged in any unlawful conduct in connection with Plaintiff's employment and/or separation from employment, Defendants would have engaged in the same course of conduct based on legitimate, non-discriminatory, and non-retaliatory reasons.

7. Plaintiff's claims are barred, in whole or in part, because Defendants took reasonable steps to prevent the conduct alleged in the Complaint, Plaintiff unreasonably failed to use the preventive and corrective measures that Defendants provided, and reasonable use of

Defendants' procedures would have prevented at least some of the harm that Plaintiff allegedly suffered, if any.

8. Plaintiff's claims for damages are barred or limited under the after-acquired evidence doctrine.

9. Damages, if any, sustained by Plaintiff were solely and proximately caused by Plaintiff's own negligent, reckless, or intentional conduct.

10. The claims of Plaintiff may be barred, in whole or in part, to the extent that Plaintiff failed to exhaust any applicable internal, administrative, and/or statutory grievance procedures or remedies.

11. The claims of Plaintiff are barred, in whole or in part, because Plaintiff did not engage in protected activity.

12. If Plaintiff is able to prove any discrimination occurred, which Defendants deny, Defendants would have made the same decisions without consideration of Plaintiff's protected characteristics and/or Defendants reserve the right to assert a mixed-motive defense.

13. Any emotional distress, mental anguish, humiliation, embarrassment, stress and anxiety, emotional pain and suffering, or loss of reputation purportedly suffered by Plaintiff was not caused by Defendants or any of their employees or agents.

14. Plaintiff's claims are barred to the extent she purports to seek damages that are not available under the applicable statutes.

15. The claims of Plaintiff may be barred, in whole or in part, to the extent that she violated policies and guidelines or disregarded instructions.

16. Any statements Defendants purportedly made about Plaintiff were absolutely or qualifiedly privileged.

17. Plaintiff's defamation claim is barred because Plaintiff cannot prove that Defendants made any false statements.

18. Although Defendants deny making any false statements about Plaintiff, if any inaccurate statements were made about Plaintiff, they were made without knowledge that they were false and without reckless disregard for whether they were true or false.

ADDITIONAL DEFENSES

Defendants reserve the right to assert additional defenses as Plaintiff's claims are clarified in the course of this litigation.

WHEREFORE, Defendants demand judgment as follows:

- (a) Dismissing Plaintiff's Complaint in its entirety with prejudice;
- (b) Granting Defendants their costs, disbursements, and attorney's fees incurred in this action; and
- (c) Granting such other and further relief in favor of Defendants and against Plaintiff as the Court deems just and proper.

Dated: New York, New York
September 10, 2018

MORGAN, LEWIS & BOCKIUS LLP

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VERIFICATION

Margaret Marion hereby certifies that she is a Director of Human Resources of Defendant Entercom Communications Corp., and that the contents of the Verified Answer on behalf of Defendants Entercom Communications Corp., CBS Radio Inc., and CBS Radio East, LLC (incorrectly named in the Complaint as “CBS Sports Radio”) are true to her own knowledge and based on information provided to her.


Margaret Marion

Dated: September 10, 2018

VERIFICATION

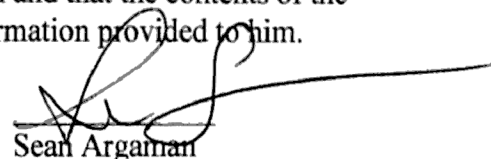
Joseph Benigno hereby certifies that he is a Defendant in this action and that the contents of the Verified Answer are true to his own knowledge and based on information provided to him.

Dated: September 10, 2018


Joseph Benigno

VERIFICATION

Sean Argaman hereby certifies that he is a Defendant in this action and that the contents of the Verified Answer are true to his own knowledge and based on information provided to him.

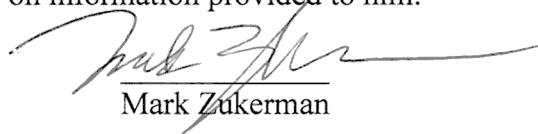


Sean Argaman

Dated: September 10, 2018

VERIFICATION

Mark Zukerman hereby certifies that he is a Defendant in this action and that the contents of the Verified Answer are true to his own knowledge and based on information provided to him.


Mark Zukerman

Dated: September 10, 2018

CERTIFICATE OF SERVICE

I hereby certify under penalties of perjury that, on September 10, 2018, the foregoing Verified Answer and Defenses was electronically filed on the New York State Courts Electronic Filing System and therefore served on the following:

Donna H. Clancy, Esq.
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New York, NY 10005
Attorneys for Plaintiff

s/ Blair J. Robinson