

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF
OHIO, EASTERN DIVISION

Cynthia R. Hill v. Nexstar Media Group, Inc. and Nexstar Media Inc.

Hill v. Nexstar · Decided March 20, 2026

SUMMARY

The court denied Cynthia R. Hill’s motion to remand, concluding that the arbitration award of \$76,644.50 satisfied the amount-in-controversy requirement for diversity jurisdiction. The court held that the Employment Agreement’s Dallas County forum-selection clause applied to Hill’s action seeking to vacate the arbitration award and granted transfer to the Northern District of Texas, Dallas Division. The court also terminated a duplicative first-filed action without prejudice and denied related motions as moot.

CASE DETAILS

COURT	United States District Court for the Southern District of Ohio, Eastern Division
WRITING FOR THE COURT	James L. Graham
JURISDICTION	United States District Court for the Southern District of Ohio, Eastern Division
DECIDED	March 20, 2026
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiff filed two state-court actions seeking to vacate an arbitration award. Defendants removed both actions based on diversity jurisdiction, after which plaintiff moved to remand and defendants moved to transfer venue under 28 U.S.C. § 1404(a).
STANDARD OF REVIEW	For remand, the court determined whether the amount in controversy exceeded \$75,000 for diversity jurisdiction. For transfer, the court applied 28 U.S.C. § 1404(a) and the rule that a valid forum-selection clause should ordinarily be enforced absent extraordinary circumstances unrelated to the parties' convenience.
PRECEDENTIAL VALUE	unknown
PARTIES	Cynthia R. Hill v. Nexstar Media Group, Inc., Nexstar Media Inc.

TOPICS

venue

subject matter jurisdiction

arbitration

employment contracts

civil procedure

PRACTICE AREAS

civil procedure

arbitration

employment law

contracts

commercial litigation

QUESTIONS PRESENTED

1. Whether the costs and attorney's fees included in the arbitration award count toward the amount in controversy for diversity jurisdiction under 28 U.S.C. § 1332(a).
2. Whether the court had diversity jurisdiction over an action seeking to vacate an arbitration award totaling \$76,644.50.
3. Whether the Employment Agreement's forum-selection clause designating Dallas County, Texas, applied to an action seeking to vacate the arbitration award.
4. Whether transfer to the Northern District of Texas was warranted under 28 U.S.C. § 1404(a).

HOLDINGS

1. Costs already awarded in an underlying arbitration proceeding are not the federal diversity proceeding costs excluded by 28 U.S.C. § 1332(a) and may be included in calculating the amount in controversy in an action seeking to vacate the arbitration award.
2. The court had diversity jurisdiction because the arbitration award plaintiff sought to vacate totaled \$76,644.50, exceeding the \$75,000 jurisdictional threshold.
3. The Employment Agreement's forum-selection clause applied to Hill's action seeking to vacate the arbitration award because the agreement required arbitration of disputes related to the agreement or employment and designated Dallas County, Texas, as the exclusive venue for court proceedings outside arbitration.
4. Transfer to the Northern District of Texas, Dallas Division, was warranted because the parties agreed to a valid, mandatory forum-selection clause designating Dallas County, Texas, and no extraordinary circumstances justified denying enforcement.

KEY QUOTATIONS

“Thus, the “costs” which do not count towards the amount in controversy are any potential costs awarded in the federal court action, not the costs already awarded in some underlying proceeding which is being challenged in federal court.” (Section II)

“When the parties have agreed to a valid forum-selection clause, a district court should ordinarily transfer the case to the forum specified in that clause. Only under extraordinary circumstances unrelated to the convenience of the parties should a § 1404(a) motion be denied.” (Section III)

“Given that the forum selection clause appears within the arbitration provision of the Employment Agreement, the Court concludes that the parties intended for “any court proceeding” seeking to vacate the arbitration award to be brought in Texas.” (Section III)

FACTUAL BACKGROUND

Nexstar employed Hill in Columbus, Ohio, under an Employment Agreement containing Texas choice-of-law, arbitration, and forum-selection provisions designating Dallas County, Texas, as the exclusive venue for court proceedings outside arbitration. After Hill's employment ended under a Severance Agreement containing a release of employment-discrimination claims, she pursued arbitration alleging race- and gender-based wrongful termination. The arbitrator ruled for Nexstar, finding Hill's claims released and awarding Nexstar \$76,644.50, including costs and attorney's fees, and Hill then filed actions seeking to vacate the award.

PROCEDURAL HISTORY

Hill filed two identical actions in the Franklin County, Ohio, Court of Common Pleas challenging an arbitration award entered in Nexstar's favor. Nexstar removed both actions to federal court. The court terminated the first-filed action without prejudice, denied the motion to remand in the second-filed action, and transferred that action to the Northern District of Texas, Dallas Division, under the parties' forum-selection clause.

DISPOSITION

other

REMAND INSTRUCTIONS

The case numbered 2:25-cv-907 was transferred to the United States District Court for the Northern District of Texas, Dallas Division. The first-filed case, 2:25-cv-906, was terminated without prejudice; the motions to consolidate and stay were denied as moot.

CASES CITED

- Farmers Ins. Co. v. McClain, 603 F.2d 821, 823 (10th Cir. 1979)
- Ford v. Hamilton Invs., Inc., 29 F.3d 255, 260 (6th Cir. 1994)
- Richard C. Young & Co. v. Leventhal, 389 F.3d 1, 3 (1st Cir. 2004)
- Walker v. USA Swimming, Inc., No. 3:16-0825, 2017 WL 782970, at *2–3 (M.D. Tenn. Mar. 1, 2017)
- Moses v. Bus. Card Express, Inc., 929 F.2d 1131, 1137 (6th Cir. 1991)
- Atlantic Marine Constr. Co. v. U.S. Dist. Court for the W. Dist. of Tex., 571 U.S. 49, 59, 62 (2013)
- Badgerow v. Walters, 596 U.S. 1, 9 (2022)
- R. M. Bush & Co. v. Nationwide Mut. Ins. Co., No. 2:24-CV-4311, 2025 WL 1413394, at *5–6 (S.D. Ohio May 15, 2025)
- Higman Marine Services, Inc. v. BP Amoco Chem. Co., 114 F. Supp. 2d 593, 596–97 (S.D. Tex. 2000)
- ChampionsWorld, LLC v. U.S. Soccer Fed'n, Inc., 487 F. Supp. 2d 980, 988–89 (N.D. Ill. 2007)