



**COMPLAINT PARAGRAPH 2:**

Defendant, Financial Industry Regulatory Authority, Inc. (“FINRA”) is a corporation with its principal place of business located in Rockville, Maryland. FINRA operates the largest forum in the United States specifically designed to facilitate the resolution of business and employment disputes between and among investors, securities firms and individual brokers, through arbitration.

**ANSWER:**

Except to admit that FINRA operates the largest forum in the United States designed to facilitate the resolution of business and employment disputes between and among investors, securities firms and individual brokers through arbitration, Defendant denies the remaining allegations contained in Paragraph 2 of the First Amended Complaint.

**COMPLAINT PARAGRAPH 3:**

Wile was employed by FINRA (or its predecessor the National Association of Securities Dealers) for nearly 25 years, from August 1, 1988, until her employment was terminated on March 1, 2013, most recently as a Deputy Regional Director in the FINRA Southeast Regional Dispute Resolution office in Boca Raton, Florida.

**ANSWER:**

Defendant admits Wile was employed by FINRA (or its predecessor the National Association of Securities Dealers) for nearly 25 years, beginning August 1, 1988 and that her most recent title was Deputy Regional Director in the FINRA Southeast Regional Dispute Resolution office in Boca Raton, Florida. The balance of the allegations contained in Paragraph 3 of the First Amended Complaint are denied.

**COMPLAINT PARAGRAPH 4:**

Wile's responsibilities as Deputy Regional Director included, among other things, assisting the Regional Director in the overall administration and supervision of the Southeast Regional office, addressing case-related issues and personnel issues, supervising and training Case Administrators, reviewing all FINRA awards for the office, responding to arbitrator and party inquiries, and reviewing arbitrator complaints.

**ANSWER:**

Except to admit that Plaintiff's responsibilities as Deputy Regional Director included assisting the Regional Director in the overall administration and supervision of the Southeast Regional office, addressing case-related issues and personnel issues, and assisting in supervising and training Case Administrators, responding to arbitrators' and party inquiries, and reviewing arbitrators' complaints, Defendant denies the remaining allegations contained in Paragraph 4 of the First Amended Complaint.

**THE NATURE OF THE ACTION**

**COMPLAINT PARAGRAPH 5**

This is a civil action for damages and remedies for unlawful disability, sex, and age discrimination, brought under the Americans with Disabilities Act of 1990 ("ADA"); Title VII of the Civil Rights Act of 1964 ("Title VII"); the Age Discrimination in Employment Act ("ADEA"), and the Florida Civil Rights Act ("FCRA").

**ANSWER:**

Except to admit that Plaintiff purports that this is a civil action for damages and remedies for unlawful disability, sex, and age discrimination, brought under the Americans with Disabilities Act of 1990 ("ADA"), Title VII of the Civil Rights Act of 1964 ("Title VII"); the

Age Discrimination in Employment Act (“ADEA”), and the Florida Civil Rights Act (“FCRA”), Defendant denies the remaining allegations contained in Paragraph 5 of the First Amended Complaint.

**JURISDICTION AND VENUE**

**COMPLAINT PARAGRAPH 6:**

Jurisdiction is founded upon 28 U.S.C. § 1331 and supplemental jurisdiction under 28 U.S. C. § 1367.

**ANSWER:**

Except to admit that Plaintiff purports that jurisdiction is founded upon 28 U.S.C. § 1331 and supplemental jurisdiction under 28 U.S.C. § 1367, Defendant denies the remaining allegations contained in Paragraph 6 of the First Amended Complaint.

**COMPLAINT PARAGRAPH 7:**

Wile filed a charge of discrimination with the Equal Employment Opportunity Commission (“EEOC”) on May 1, 2013 and received a Notice of Right to Sue on November 19, 2013.

**ANSWER:**

Except to admit that Plaintiff filed a charge of discrimination with the Equal Employment Opportunity Commission (“EEOC”) on May 1, 2013, Defendant is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 7 of the First Amended Complaint and, therefore, denies the remaining allegations contained in Paragraph 7 of the First Amended Complaint.

**COMPLAINT PARAGRAPH 8:**

Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) because a substantial part of the events giving rise to Plaintiff's claims occurred within the Southern District of Florida.

**ANSWER:**

Except to admit that Plaintiff purports that venue is proper in this District pursuant to 28 U.S.C. § 1391(b) because a substantial part of the alleged events giving rise to Plaintiff's claims occurred within the Southern District of Florida, Defendant denies the remaining allegations contained in Paragraph 8 of the First Amended Complaint.

**FACTUAL BACKGROUND**

**COMPLAINT PARAGRAPH 9:**

Throughout the course of Wile's employment with FINRA, she was qualified for her position and performed her duties in a professional and competent manner. Through year-end 2011, she received only "Exceptional/Exemplary Contributor" or "HighContributor" ratings on her performance evaluations.

**ANSWER:**

Except to admit that Plaintiff received "Exceptional/Exemplary Contributor" or "High Contributor" ratings on her performance evaluations through year-end 2011, Defendant denies the remaining allegations contained in Paragraph 9 of the First Amended Complaint.

**COMPLAINT PARAGRAPH 10:**

Wile is also the recipient of multiple awards and accolades from both FINRA and its predecessor, the National Association of Securities Dealers ("NASD"). These include FINRA's Excellence in Service Award, five President's Awards, FINRA's Outstanding

Achievement Team Award, three Above and Beyond Awards, an Integration Team Award, two FINRA Star Awards and FINRA's Certificate of Appreciation.

**ANSWER:**

Except to admit that Plaintiff received multiple awards during her employment with FINRA, Defendant is without knowledge or sufficient information to form a belief as to the truth of the remaining allegations contained in Paragraph 10 of the First Amended Complaint and, therefore, denies the remaining allegations in Paragraph 10 of the First Amended Complaint.

**COMPLAINT PARAGRAPH 11:**

In May 2010, Manly Ray ("Ray"), who was employed in FINRA's member regulation department, and had no experience in FINRA Dispute Resolution matters, assumed the position of Regional Director of FINRA's Southeast Dispute Resolution office, replacing Rose Schindler. From that time forward, Deputy Director Wile reported directly to Ray.

**ANSWER:**

Except to admit that in May 2010, Manly Ray assumed the position of Regional Director of the FINRA Southeast Dispute Resolution office replacing Rose Schindler, and that Plaintiff reported directly to Manly Ray, Defendant denies the remaining allegations contained in Paragraph 11 of the First Amended Complaint.

**COMPLAINT PARAGRAPH 12:**

When Ray assumed the position of Regional Director, Wile advised him that she had been diagnosed with anxiety disorder, suffered from panic attacks related to that disorder, and for this reason had been relieved of any responsibility for public speaking events. Throughout Wile's 24-year career at FINRA, senior management was aware of her anxiety disorder and panic attacks, and had never required her to participate in public speaking events.

**ANSWER:**

Defendant denies the allegations contained in Paragraph 12 of the First Amended Complaint.

**COMPLAINT PARAGRAPH 13:**

Wile's precise diagnosis is Anxiety Disorder with Panic Attack, Anticipatory Anxiety (especially public speaking), and Generalized Anxiety Disorder. The disability is permanent but manageable with professional psychiatric assistance.

**ANSWER:**

Defendant is without knowledge or sufficient information to form a belief as to the truth of the allegations contained in Paragraph 13 of the First Amended Complaint and, therefore, denies the allegations contained in Paragraph 13 of the First Amended Complaint.

**COMPLAINT PARAGRAPH 14:**

The Diagnostic and Statistical Manual of Mental Disorders, 5<sup>th</sup> Edition (DSM-5, American Psychiatric Association 2013), at page 190, summarizes the indicia of panic disorder and anxiety disorder:

In panic disorder, the individual experiences recurrent unexpected panic attacks and is persistently concerned or worried about having more panic attacks or changes in his or her behavior in maladaptive ways because of the panic attacks (e.g., avoidance of exercise or unfamiliar locations). Panic attacks are abrupt surges of intense fear or intense discomfort that reach a peak within minutes, accompanied by physical and/or cognitive symptoms. Limited-symptom panic attacks include fewer than four symptoms. Panic attacks may be expected, such as in response to a typically feared object or situation, or unexpected, meaning that the panic attack occurs for no apparent reason. Panic attacks function as a marker and prognostic factor for severity of diagnosis, course, and co-morbidity and cause an array of disorders, including, but not limited to, the anxiety disorders . . .

Panic attacks may therefore be used as a descriptive specifier for any anxiety disorder as well as other mental disorders.

**ANSWER:**

Defendant is without knowledge or sufficient information to form a belief as to the truth of the allegations contained in Paragraph 14 of the First Amended Complaint and, therefore, denies the allegations contained in Paragraph 14 of the First Amended Complaint.

**COMPLAINT PARAGRAPH 15:**

DSM-5 also provides an overview of generalized anxiety disorder:

The key features of generalized anxiety disorder are persistent and excessive anxiety and worry about various domains, including work and school performance that the individual finds difficult to control. In addition, the individual experiences physical symptoms, including restlessness or feeling keyed-up or on-edge; easily fatigued; difficulty concentrating or mind going blank; irritability; muscle tension; and sleep disturbance.

**ANSWER:**

Defendant is without knowledge or sufficient information to form a belief as to the truth of the allegations contained in Paragraph 15 of the First Amended Complaint and, therefore, denies the allegations contained in Paragraph 15 of the First Amended Complaint.

**COMPLAINT PARAGRAPH 16:**

On April 30, 2012, Ray met with Wile to discuss her quarterly review. Without warning of any kind, and contrary to FINRA's graduated disciplinary policy, Ray threatened to fire Wile. He informed Wile that she had a choice between termination or a three- grade demotion. He said that she had to accept either termination with a severance package, or else a three-grade level demotion with a \$50,000 reduction in salary. He mentioned a Performance Improvement Plan ("PIP") at the same time, but warned Wile she "would not meet the expectations of the

plan, and that termination without the option of severance would result.” Less than three months earlier, on February 8, 2012, Wile had received a performance review from Ray rating her as a “high contributor.”

**ANSWER:**

Except to admit that on April 30, 2012, Ray met with Plaintiff to discuss her quarterly review, and that on February 8, 2012 Wile received a performance review from Ray rating her as a “high contributor”, Defendant denies the remaining allegations contained in Paragraph 16 of the First Amended Complaint.

**COMPLAINT PARAGRAPH 17:**

Despite knowing that Wile suffered panic attacks during public speaking events, Ray insisted in the April 30, 2012 meeting that public speaking was part of Wile’s responsibilities, and that she would have to immediately engage in public speaking if she remained at FINRA, ignoring her disability.

**ANSWER:**

Except to admit that in their April 30, 2012 meeting, Ray informed Plaintiff that public speaking was part of her responsibilities, Defendant denies the allegations contained in Paragraph 17 of the First Amended Complaint.

**Wile’s May 7, 2012 Formal Complaint of Disability,  
Sex, and Age Discrimination, and Retaliation**

**COMPLAINT PARAGRAPH 18:**

One week later, on May 7, 2012, Wile sent a written complaint of disability, sex, and age discrimination, and retaliation, to Chris Snyder (“Snyder”), FINRA’s Associate Director of Human Resources. Wile’s complaint indicated that she felt her only option for

continued employment at FINRA in her current position was through acceptance of the PIP plan, though Ray had threatened that she would not succeed under the plan. Wile noted that in her 24 years with FINRA, she had received only Exceptional or High Contributor performance ratings, and that she was well-respected by the users of the arbitration forum, the arbitrators, and staff. She noted that when she turned 50, Ray began treating her as a problem employee, and began criticizing her for conduct that was authorized for younger or male FINRA employees. For example, Wile pointed out in her complaint that Ray had criticized her for dressing too youthfully on casual Fridays by wearing jeans and a short-sleeved shirt – because “she was 50.” When men and younger women wore this type of clothing on casual Fridays, Ray did not criticize them for dressing inappropriately at any time.

**ANSWER:**

Except to admit that on May 7, 2012, Plaintiff sent a written complaint purporting disability, sex, and age discrimination, and retaliation to Chris Snyder, FINRA’s Associate Director of Human Resources, as outlined in Paragraph 18 of the First Amended Complaint, Defendant denies the remaining allegations contained in Paragraph 18 of the First Amended Complaint.

**COMPLAINT PARAGRAPH 19:**

In her complaint, Wile emphasized that Ray made fun of her disability. She noted that when a male employee began to cry in Ray’s office during a counseling session, Ray’s response was caring and supportive. Yet on the one occasion Wile became upset and began to cry in Ray’s office, Ray looked at her in disgust and said “Look at you, you’re having a nervous breakdown.” Ray also made jokes when a female receptionist in her 60s became upset and cried in his office.

**ANSWER:**

Except to admit that Plaintiff purported in her complaint the allegations contained in Paragraph 19, that on one occasion Plaintiff became upset in Ray's office, and that Ray stated it appeared as if Plaintiff was having a nervous breakdown, Defendant denies the remaining allegations contained in Paragraph 19 of the First Amended Complaint.

**COMPLAINT PARAGRAPH 20:**

Wile's May 7, 2012 complaint of discrimination also noted that Ray demonstrated age bias against FINRA employees. Wile complained that after she turned 50 in December 2011, she was singled out for behavior that younger employees were not, including Friday attire. She also noted that when Ray joined the Boca Raton office in May 2010, he fired three employees in their 60s and 70s, and demoted a female employee approaching age 60.

**ANSWER:**

Except to admit that Plaintiff's May 7, 2012 Complaint to Chris Snyder purported the allegations outlined in Paragraph 20 of the First Amended Complaint, and that when Ray joined the office several employees were either terminated or demoted, Defendant denies the remaining allegations contained in Paragraph 20 of the First Amended Complaint.

**COMPLAINT PARAGRAPH 21:**

Ray frequently told jokes about older members of FINRA's arbitrator pool, saying that he hoped they would die before he had to go through the trouble of putting them on the arbitrator "watch list." He also joked about the advanced age of the President of FINRA, Linda Fienberg ("Fienberg"), who is in her 70's. Wile objected to these jokes when made in her presence.

**ANSWER:**

Defendant denies the allegations contained in Paragraph 21 of the First Amended Complaint.

**COMPLAINT PARAGRAPH 22:**

At the conclusion of her May 7 complaint, Wile noted Ray's demand that she engage in public speaking on behalf of the agency, and requested an accommodation that she not be required to do so.

**ANSWER:**

Except to admit that Plaintiff's May 7, 2012 complaint to Chris Snyder purported that Ray demanded that she engage in public speaking, and that she requested an accommodation that she not be required to do so, Defendant denies the remaining allegations contained in Paragraph 22 of the First Amended Complaint.

**Wile's May 14, 2012 Addendum to Formal Complaint of  
Disability, Sex, and Age Discrimination and Retaliation**

**COMPLAINT PARAGRAPH 23:**

On May 14, 2012, Wile supplemented her complaint of discrimination in writing to Snyder and John Braut ("Braut"), FINRA's Senior Director of Human Resources.

**ANSWER:**

Defendant admits the allegations contained in Paragraph 23 of the First Amended Complaint.

**COMPLAINT PARAGRAPH 24:**

Wile noted first that Ray responded to her complaint of disability, sex, and age discrimination with hostility. She wrote that he "will not acknowledge me, look at me or

speak to me unless I ask him a question.” She reported that even when she visited his office to ask a question, he refused to look at her. “The Regional Director has made it so clear that he wants nothing to do with me and created such a stressful environment that I am no longer comfortable asking him questions in person.” Wile stated that Ray’s refusal to speak to her – knowing of her anxiety and panic disorder – “is significantly interfering with my ability to do my job . . . my panic/anxiety disorder is further aggravated by the Regional Director’s behavior towards me.”

**ANSWER:**

Except to admit that Plaintiff, in her supplemental complaint, purported the allegations as contained in Paragraph 24 of the First Amended Complaint, Defendant denies the remaining allegations contained in Paragraph 24 of the First Amended Complaint.

**COMPLAINT PARAGRAPH 25:**

In her supplemental complaint, Wile noted that Ray, knowing that she suffered from anxiety and panic attacks, especially during public speaking events, had violated her rights under the ADA by requiring her to participate in a mock arbitration after she had asked multiple times over a three-month period to be permitted to observe one before participating due to her anxiety.

**ANSWER:**

Except to admit that Plaintiff, in her supplemental complaint, purported the allegations as contained in Paragraph 25 of the First Amended Complaint, Defendant denies the remaining allegations contained in Paragraph 25 of the First Amended Complaint.

**COMPLAINT PARAGRAPH 26:**

Wile also disclosed that Ray had been treating her differently, and more negatively, than the male manager in the office, in part by being supportive of the male manager’s

efforts to work close to normal business hours in order to be with his family. When Wile complained to Ray in March 2012 that she had been working 12-hour days for almost two years, plus time on weekends, Ray responded with the threat of termination set forth in paragraph 16 above. Ray also asked Wile to perform secretarial functions, such as generating and printing letters for his signature, which he did not ask the male manager to do.

**ANSWER:**

Except to admit that Plaintiff, in her supplemental complaint, purported the allegations as contained in Paragraphs 16 and 26 of the First Amended Complaint, Defendant denies the remaining allegations contained in Paragraph 26 of the First Amended Complaint.

**COMPLAINT PARAGRAPH 27:**

Wile also provided several examples of younger female employees whose dress on casual Fridays violated Ray's office dress policy, but whose choice of attire was not criticized by Ray.

**ANSWER:**

Except to admit that Plaintiff, in her supplemental complaint, purported the allegations as contained in Paragraph 27 of the First Amended Complaint, Defendant denies the remaining allegations contained in Paragraph 27 of the First Amended Complaint.

**COMPLAINT PARAGRAPH 28:**

This supplemental complaint again reported to FINRA that Ray targeted older employees to fire upon his arrival at the Boca Raton office, and also that older employees who were not fired were demoted with no opportunity for improvement. "I believe I am now being targeted because I objected to age discrimination in the workplace."

**ANSWER:**

Except to admit that Plaintiff, in her supplemental complaint, purported the allegations as contained in Paragraph 28 of the First Amended Complaint, Defendant denies the remaining allegations contained in Paragraph 28 of the First Amended Complaint.

**COMPLAINT PARAGRAPH 29:**

FINRA conducted an investigation into Wile's complaints of disability, sex and age discrimination and reported to her that "while the investigation concluded that these claims were unfounded, it did reveal and bring to the fore a number of issues that merit further discussion." FINRA Human Resources also determined that a PIP should not be instituted, and that Wile would not be demoted or terminated. FINRA also agreed to excuse Wile from public speaking events following receipt of a medical report from her psychiatrist indicating that requiring her to participate in public speaking engagements threatened a major relapse of panic and anxiety attacks.

**ANSWER:**

Except to admit that an investigation was conducted into Plaintiff's complaints of disability, sex and age discrimination, that it was reported to her that "while the investigation concluded that these claims were unfounded, it did reveal and bring to the fore a number of issues that merit further discussion," and that it was determined that a written PIP should not be instituted, Defendant denies the remaining allegations contained in Paragraph 29 of the First Amended Complaint.

**Wile's June 3, 2012 Second Addendum to  
Formal Complaint of Discrimination and Retaliation**

**COMPLAINT PARAGRAPH 30:**

On June 3, 2012, Wile again supplemented her complaint of discrimination in writing to Braut.

**ANSWER:**

Defendant admits the allegations contained in Paragraph 30 of the First Amended Complaint.

**COMPLAINT PARAGRAPH 31:**

Regarding Wile's casual Friday attire, Ray criticized the fact that she wore sneakers. When Wile reminded him that he had specifically authorized the wearing of sneakers in writing, he changed his earlier position, and said that he did not think it was appropriate for the managers to do so. Wile thus stopped wearing sneakers on casual Fridays. Wile subsequently learned that she had been singled out and that the male manager had been allowed to wear sneakers.

**ANSWER:**

Except to admit that Plaintiff, in her second supplemental complaint, purported the allegations as contained in Paragraph 31 of the First Amended Complaint, Defendant denies the remaining allegations contained in Paragraph 31 of the First Amended Complaint.

**COMPLAINT PARAGRAPH 32:**

Wile was responsible for reviewing all arbitration awards for the Southeast Regional office for content, completeness, and coverage of decisions on motions. Ray had previously instructed Wile that if she found too many errors in an arbitration award during her review, she should return the award to the case administrator who had prepared it and also give a copy to

him. When Wile did so for one award on May 31, 2012, Ray unexpectedly asked her to provide him with a copy of every award she had recently reviewed, as well as all awards going forward, so that he could review them. Because the office was known throughout FINRA for the quality of its awards, and no complaints had been received, this extra scrutiny by Ray had the effect of criticizing Wile's competence in front of her peers, and constituted unlawful retaliation.

**ANSWER:**

Except to admit that on May 31, 2012, Ray asked Plaintiff to provide him a copy of the awards she had recently reviewed, as well as all awards going forward so that he could review them, Defendant denies the remaining allegations contained in Paragraph 32 of the First Amended Complaint.

**Wile Takes Medical Leave**

**COMPLAINT PARAGRAPH 33:**

Because Ray's conduct described above substantially impacted Wile's panic and anxiety disorder, Wile became unable to work in late July 2012, and took medical leave because of the job-related stress from July 26, 2012 until October 17, 2012.

**ANSWER:**

Except to admit that Plaintiff took medical leave from July 26, 2012 until October 17, 2012, Defendant denies the remaining allegations contained in Paragraph 33 of the First Amended Complaint.

**COMPLAINT PARAGRAPH 34:**

Upon Wile's return from medical leave in the fall of 2012, Ray's discriminatory and retaliatory treatment of her escalated. As a result, on January 27 and 28, 2013, she was hospitalized for a stress-related heart condition.

**ANSWER:**

Defendant is without knowledge or sufficient information to form a belief as to the truth of the allegation that Plaintiff was hospitalized for a stress-related heart condition on January 27 and 28, 2013, and therefore, denies the allegation. Defendant further denies the remaining allegations contained in Paragraph 34 of the First Amended Complaint.

**COMPLAINT PARAGRAPH 35:**

On February 12, 2013, Wile met with Tracy Johnson ("Johnson"), FINRA's Senior Vice President of Human Resources, to discuss Ray's continuing hostile behavior toward her, in particular his unprofessional behavior in a meeting with her staff the prior day, February 11. The purpose of this meeting was for Wile to discuss with her staff the behaviors they should exhibit in the office in order to serve as role models.

**ANSWER:**

Except to admit that on February 12, 2013, Plaintiff met with Tracy Johnson, FINRA's Senior Vice President of Human Resources, Defendant denies the remaining allegations contained in Paragraph 35 of the First Amended Complaint.

**COMPLAINT PARAGRAPH 36:**

Ray did not permit Wile to conduct meetings with her staff without him being present, and he required her to reschedule her meetings if he could not be available. Ray did not apply this requirement to the male manager.

**ANSWER:**

Defendant denies the allegations contained in Paragraph 36 of the First Amended Complaint.

**COMPLAINT PARAGRAPH 37:**

During the February 11, 2013 meeting with Wile's staff, Ray reversed a directive Wile had given one of her subordinates and continually interrupted her. During Wile's discussion about serving as a role model, Ray interrupted Wile and asked the group whether they had seen on YouTube the video of Anderson Cooper laughing when relating a news story concerning the actor Gerard Depardieu. Ray explained that Anderson Cooper could not stop giggling when he used the last syllable of Mr. Depardieu's name as a double entendre. During a flight, Mr. Depardieu had urinated on the carpet by his seat, and Mr. Cooper said that the cleaning crew should thank their lucky stars that it was not "Depar-doo." This deliberate interruption made a mockery of the serious purpose of Wile's meeting.

**ANSWER:**

Except to admit that Ray asked the group whether they had seen on YouTube the video of Anderson Cooper laughing when relating a news story concerning the actor Gerard Depardieu, Defendant denies the remaining allegations contained in Paragraph 37 of the First Amended Complaint.

**COMPLAINT PARAGRAPH 38:**

Johnson suggested that Wile raise these concerns directly with Ray. When Wile did, Ray refused to acknowledge that he had done anything wrong. Instead, he said "I know this is harsh, but watching your meeting was painful. It was really painful. You know when you go to see a comedian and the comedian says a couple of jokes, nobody laughs and the comedian

continues and no one is paying attention? That is what it was like watching you discuss being a role model with your staff during your meeting. No one was even paying attention to you. It was really painful to watch.” Ray knew that these statements were likely to exacerbate Wile’s anxiety disorder, which they did.

**ANSWER:**

Except to admit that Ray stated that watching Plaintiff’s meeting was “painful” and that it was like “going to see a comedian and the comedian says a couple of jokes, nobody laughs and the comedian continues and no one is paying attention,” Defendant denies the allegations contained in Paragraph 38 of the First Amended Complaint.

**COMPLAINT PARAGRAPH 39:**

On February 17, 2013, Wile provided Johnson with a third supplement to her written complaint of discrimination and retaliation. This supplement detailed Ray’s behavior during the February 11 meeting and his response when she confronted him about it at Johnson’s suggestion.

**ANSWER:**

Except to admit that Plaintiff provided Johnson with a third supplement to her written complaint of discrimination and retaliation that detailed the purported behavior of Ray during the February 11 meeting and his alleged response, Defendant denies the remaining allegations contained in Paragraph 39 of the First Amended Complaint.

**COMPLAINT PARAGRAPH 40:**

Wile also wrote that Ray had previously attempted to sabotage Wile’s efforts to manage her staff. For example, Wile repeatedly requested to take disciplinary action against two of her employees. In July 2012, she drafted a Probation Memorandum for one employee in

consultation with Ray and the FINRA Human Resources Relationship Manager. She was not permitted to issue the Memorandum until January 2013. In addition, Wile repeatedly requested permission to issue a Written Warning to another employee for repeated inappropriate workplace behavior, but Ray denied these requests.

**ANSWER:**

Except to admit that Plaintiff, in her third supplemental complaint, purported the allegations as contained in Paragraph 40 of the First Amended Complaint, that Plaintiff in July 2012 drafted a Probation Memorandum for one employee in consultation with Ray and was not permitted to issue the Memorandum until January 2013, and that Plaintiff requested to issue a Written Warning to another employee, but was not permitted to issue the Probation Memorandum until January 2013, Defendant denies the remaining allegations contained in Paragraph 40 of the First Amended Complaint.

**COMPLAINT PARAGRAPH 41:**

Wile further noted in the supplemental complaint that Ray's further efforts to undermine her management of her staff were documented in one employee's written response to a performance review. When Wile advised Ray that this employee had used profanity in the workplace, he told that employee that he understood she was just "blowing off steam" and that Wile was just "more sensitive to the issue," even though the use of profanity was against office rules. Snyder told the same employee "not to worry about this for one minute" and that "this issue was more about [her] manager than [her]," further undermining Wile's relationship with her staff.

**ANSWER:**

Except to admit that Plaintiff alleged Ray undermined Plaintiff's management of her staff in her third supplemental complaint, Defendant denies the allegations contained in Paragraph 41 of the First Amended Complaint.

**COMPLAINT PARAGRAPH 42:**

Three days after submitting her third supplemental complaint of discrimination and retaliation, on February 20, 2013, Wile was called into a meeting with Ray, Braut and Richard Berry ("Berry"), FINRA's Director of Case Administration and Regional Office Services. Berry informed Wile that her employment was being terminated effective March 1, 2013.

**ANSWER:**

Defendant admits that three days after submitting her third supplemental complaint of discrimination and retaliation, on February 20, 2013, Wile was called into a meeting with Ray, Braut and Richard Berry ("Berry"), FINRA's Director of Case Administration and Regional Office Services. The balance of the allegations contained in Paragraph 42 of the First Amended Complaint are denied.

**FINRA Senior Management Retaliates Against Wile By  
Falsely Blaming Her For Its Own Misconduct**

**COMPLAINT PARAGRAPH 43:**

Before returning from medical leave, in a letter dated October 12, 2012, Wile had advised Berry of her concern that a FINRA panel held a champagne toast on April 3, 2012 at the Boca Raton office. On that date, Wile was summoned to a conference room by Ray to meet with the arbitration panel in FINRA Arbitration Case Number 10-04432 entitled MeriRamazio and Tamara Smolchek vs. Merrill Lynch, Pierce, Fenner & Smith, Inc. FINRA staff had served the award in the case on the same day.

**ANSWER:**

Defendant admits the allegations contained in Paragraph 43 of the First Amended Complaint.

**COMPLAINT PARAGRAPH 44:**

When Wile arrived, Ray was already in the conference room, along with Lisa Lasher, Senior Case Administrator and Margaret Blake, Case Assistant. The three panel members appointed to the above-referenced case – Bonnie A. Pearce (Chairperson) (“Pearce”), Fred Abramoff, and Harriet A. Kottick – were also present in the conference room. When Wile entered the conference room, she observed a celebration taking place, which appeared to conflict with the arbitrators’ sworn impartiality. She was immediately handed a glass of champagne in order to participate in a champagne toast that Pearce was making to the issuance of the award in the case. Wile did not drink the champagne. She was later informed by FINRA that Pearce had provided the champagne.

**ANSWER:**

Except to admit that the aforementioned champagne toast did occur, that Lisa Lasher, Margaret Blake, Bonnie Pearce, Fred Abramoff, Harriet Kottick, Manly Ray, and Plaintiff were present in the conference room, and that Pearce provided the champagne unbeknownst to FINRA or its staff, Defendant is without knowledge or sufficient information to form a belief as to the truth of the remaining allegations contained in Paragraph 44 of the First Amended Complaint and, therefore, denies the remaining allegations in Paragraph 44 of the First Amended Complaint.

**COMPLAINT PARAGRAPH 45**

Upon departing the conference room, Wile advised Ray that she thought the champagne toast regarding the arbitration was inappropriate in light of FINRA's mandated neutrality. In response, Ray ordered Wile not to disclose the celebratory gathering and champagne toast to Berry.

**ANSWER:**

Defendant denies the allegations contained in Paragraph 45 of the First Amended Complaint.

**COMPLAINT PARAGRAPH 46:**

One purpose of Wile's October 12, 2012 letter to Berry was to permit him to determine whether the celebration of April 3, 2012 in the Smolcheck case should be disclosed to Respondent Merrill Lynch, in view of its existing federal court challenge to the impartiality of the Panel Chair. See Merrill Lynch, Pierce, Fenner & Smith, Inc. v. Tamara Smolchek and MeriRamazio (S.D. Fla. Sept. 17, 2012) (denying petition to vacate and confirming arbitration award) (case settled following appeal to the Court of Appeals for the Eleventh Circuit, Case No. 12-15166). No action was taken in response to Wile's letter, with the exception of a letter from Berry to her, dated December 6, 2012. In that letter, Berry reported that Ray denied instructing Wile not to report the champagne toast to him, and criticized her for not reporting the toast earlier. This action was unjustified, and an obvious retaliation for Wile's report of Ray's conduct.

**ANSWER:**

Except to admit that Berry sent a letter to Plaintiff dated December 6, 2012 concerning Plaintiff's October 12, 2012 letter to Berry regarding the celebration that occurred on April 3,

2012 in the Smolcheck case, Defendant denies the allegations contained in Paragraph 46 of the First Amended Complaint.

**COMPLAINT PARAGRAPH 47:**

This pattern of retaliating against Wile by falsely blaming her for following senior management's instructions was not new. In 2012, she was blamed by FINRA for the removal of three arbitrators for bias and misconduct when she had been ordered by FINRA's most senior management to recommend their removal – after she had reviewed the case and recommended only counseling for them.

**ANSWER:**

Defendant denies the allegations contained in Paragraph 47 of the First Amended Complaint.

**COMPLAINT PARAGRAPH 48:**

The matter was FINRA Arbitration Case Number 09-07121, Estate of Robert C. Postell and Joan C. Postell v. Merrill Lynch, Pierce, Fenner & Smith, Inc. Claimants were represented by William G. Leonard, Esq., Taylor English Duma LLP, Atlanta, Georgia. Respondent was represented by Terry R. Weiss, Esq., Greenberg Traurig, LLP, Atlanta, Georgia. The hearings were conducted May 3-6, 2011 in Atlanta, Georgia. In their final award dated May 19, 2011, the arbitrators awarded Claimants the sum of \$442,794.00 plus interest until May 6, 2011 of \$77,489.00.

**ANSWER:**

Except to admit that Estate of Robert C. Postell and Joan C. Postell v. Merrill Lynch, Pierce, Fenner & Smith, Inc. was FINRA Arbitration Case Number 09-07121, Claimants were represented by William G. Leonard, Esq., Taylor English Duma LLP, Atlanta, Georgia,

Respondent was represented by Terry R. Weiss, Esq., Greenberg Traurig, LLP, Atlanta, Georgia, the hearings were conducted May 3-6, 2011 in Atlanta, Georgia, and in the final award dated May 19, 2011, the arbitrators awarded Claimants the sum of \$442,794.00 plus interest until May 6, 2011 of \$77,489.00, Defendant denies the remaining allegations contained in Paragraph 48.

**COMPLAINT PARAGRAPH 49:**

On May 11, 2011, prior to the issuance of the Postell Award, Wile received a telephone call from Respondent's counsel, Terry Weiss ("Weiss"), wherein he expressed detailed concerns regarding the panel's conduct throughout the evidentiary hearing. On or about May 13, 2011, Wile received Weiss's letter asserting, among other things, that all three arbitrators exhibited bias and engaged in arbitrator misconduct. Weiss included numerous examples of the alleged misconduct in his letter. On that same date Wile received a letter from Claimants' counsel, William Leonard ("Leonard"), wherein he disagreed with Weiss's characterization of the hearing and the conduct of the panel.

**ANSWER:**

Except to admit that on May 13, 2011 prior to the issuance of the Postell Award, Wile received Weiss's letter asserting, among other things, that all three arbitrators exhibited bias and engaged in arbitrator misconduct, and on that same date, Wile received a letter from Leonard wherein he disagreed with Weiss's characterization of the hearing and the conduct of the panel, Defendant is without knowledge or sufficient information to form a belief as to the truth of the remaining allegations contained in Paragraph 49 of the First Amended Complaint and, therefore, denies the remaining allegations contained in Paragraph 49 of the First Amended Complaint.

**COMPLAINT PARAGRAPH 50**

Immediately following her call with Weiss, Wile advised Ray of Weiss's concerns. She also showed Ray copies of the two above-referenced letters from counsel. In a letter dated May 23, 2011, she advised Weiss that FINRA would investigate the allegations contained in his letter. Ray then instructed her to follow FINRA's procedures for investigating an arbitrator complaint. The procedures included listening to the digital recording of the hearing and taking detailed notes. Ray listened to small portions of the hearing, including the portion that addressed Weiss's motion to recuse the panel. After Wile listened to the recording, she discussed with Ray what she had heard and her detailed notes of the recording. After consultation with Ray, on June 13 and 14, 2011, Wile sent emails to members of the senior management team, George Friedman ("Friedman"), Berry and Barbara Brady ("Brady"), wherein she recommended counseling for all three arbitrators and included copies of Weiss's and Leonard's May 13, 2011 letters.

**ANSWER:**

Defendant admits the allegations contained in Paragraph 50 to the extent that Plaintiff advised Weiss that FINRA would investigate the allegations contained in his letter, Ray instructed Plaintiff to follow specific procedures for investigating an arbitrator complaint, which included listening to the digital recording of the hearing and taking detailed notes, Plaintiff listened to the recording and prepared detailed notes, Ray listened to small portions of the hearing, Plaintiff discussed with Ray what she had heard and her detailed notes of the recording, and Plaintiff subsequently sent emails to members of the senior management team, George Friedman ("Friedman"), Berry and Barbara Brady ("Brady") wherein she

recommended counseling for all three arbitrators. Defendant denies the remaining allegations contained in Paragraph 50 of the First Amended Complaint.

**COMPLAINT PARAGRAPH 51:**

A conference call among management followed on June 15, 2011. Berry, Brady, Ray, and Wile all participated in the conference call. To Wile's recollection, Friedman was also present. During the conference call, senior management strongly encouraged Wile to change her recommendation from counseling to removal for all three arbitrators. Senior management then directed her to prepare a removal memorandum for all three arbitrators that contained the following language: "In my many years of experience, and after listening to the tapes over and over again, I have never experienced something so egregious. While this type of behavior has not been indicated in the past, they should not be allowed the opportunity to remain on the roster." Wile provided Ray with her initial draft of the removal memorandum on June 15, 2011. She submitted at least four additional drafts to Ray in order to incorporate all of the edits he instructed her to make to the document. Ray thereafter submitted the arbitrator removal form to senior management and attached the referenced memorandum. Pursuant to FINRA procedure, the removal form would have been signed by Brady and Fienberg and thereafter approved by the National Arbitration and Mediation Committee. FINRA then removed the arbitrators from the roster.

**ANSWER:**

Except to admit that, pursuant to FINRA procedure, the removal form would have been signed by Brady and Fienberg and thereafter approved by the National Arbitration and Mediation Committee, and that FINRA removed the arbitrators from the roster, Defendant denies the allegations contained in Paragraph 51 of the First Amended Complaint.

**COMPLAINT PARAGRAPH 52:**

All three arbitrators complained about the removal. The chairperson complained to the SEC and the non-public arbitrator discussed the removal with William D. Cohan who, in response, wrote an article entitled “Wall Street’s Captive Arbitrators Strike Again” discussing the situation. The SEC initiated an investigation regarding the arbitrators’ removal, and as a result FINRA reinstated all three arbitrators.

**ANSWER:**

Except to admit that the three arbitrators complained about the removal, William D. Cohan wrote an article entitled “Wall Street’s Captive Arbitrators Strike Again,” the SEC initiated an investigation regarding the arbitrators’ removal, and FINRA reinstated the arbitrators, Defendant denies the remaining allegations contained in Paragraph 52 of the First Amended Complaint.

**COMPLAINT PARAGRAPH 53:**

Remarkably, despite the fact that Wile had recommended only counseling for all three arbitrators and that the removal recommendation came from senior FINRA management, FINRA and Ray blamed Wile for the arbitrators’ removal and complaints, and severely criticized her. Specifically, Wile’s 2012 evaluation, Dated February 19, 2013, states: “This error in judgment has damaged Jill’s credibility with senior management. Going forward, Jill needs to exercise greater judgment and discretion in dealing with issues of this type. Jill tends to view things as either black or white and has difficulty in the gray area. In 2012 Jill will be expected to exercise better judgment and discretion in representing issues of this type to me and senior management.” (emphasis added)

**ANSWER:**

Except to admit that Plaintiff's 2012 evaluation, dated February 19, 2013 stated: "This error in judgment has damaged Jill's credibility with senior management. Going forward, Jill needs to exercise greater judgment and discretion in dealing with issues of this type. Jill tends to view things as either black or white and has difficulty in the gray area. In 2012 Jill will be expected to exercise better judgment and discretion in representing issues of this type to me and senior management," Defendant denies the remaining allegations contained in Paragraph 53 of the First Amended Complaint.

**COMPLAINT PARAGRAPH 54:**

This evaluation was signed by Ray and Berry – the individuals whose judgment – not Wile's – was the issue in the Postell dispute and followed Wile's four written complaints of discrimination.

**ANSWER:**

Except to admit that Ray and Berry signed Wile's evaluation dated February 19, 2013, Defendant denies the remaining allegations contained in Paragraph 54 of the First Amended Complaint.

**FIRST CLAIM**

(Disability Discrimination in Violation of the ADA)

**COMPLAINT PARAGRAPH 55:**

Plaintiff repeats and realleges the allegations contained in the paragraphs 9-19, 22-23, 25, 29-30, 33-34, and 37-42 as if separately set forth herein.

**ANSWER:**

Defendant hereby adopts and incorporates by reference each and every answer to the allegations contained in paragraphs 9-19, 22-23, 25, 29-30, 33-34, and 37-42 as if separately set forth herein.

**COMPLAINT PARAGRAPH 56:**

At all relevant times, Wile was an “employee” under the ADA, 42 U.S.C. § 12111(4).

**ANSWER:**

Defendant admits the allegations contained in Paragraph 56.

**COMPLAINT PARAGRAPH 57:**

FINRA is an “employer” under the ADA, 42 U.S.C. § 12111(5).

**ANSWER:**

Defendant admits the allegations contained in Paragraph 57.

**COMPLAINT PARAGRAPH 58:**

Wile is disabled under the ADA, 42 U.S.C. § 12102.

**ANSWER:**

Defendant is without knowledge or sufficient information to form a belief as to the truth of the allegations contained in Paragraph 58 of the First Amended Complaint and, therefore, denies the allegations in Paragraph 58 of the First Amended Complaint.

**COMPLAINT PARAGRAPH 59:**

Wile is a “qualified individual” under the ADA, 42 U.S.C. § 12102.

**ANSWER:**

Defendant states that the allegations contained in Paragraph 59 are legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations contained in Paragraph 59 of the First Amended Complaint.

**COMPLAINT PARAGRAPH 60:**

FINRA was aware of Plaintiff's disabilities, and regarded Plaintiff as being disabled.

**ANSWER:**

Defendant denies the allegations contained in Paragraph 60 of the First Amended Complaint.

**COMPLAINT PARAGRAPH 61:**

As described above, Ray required Wile to participate in public speaking activities and mocked her disability. As a result of these actions, as well as by ultimately terminating Wile's employment, FINRA has unlawfully discriminated against Wile on the basis of her disability in violation of the ADA, 42 U.S.C. § 12102(a).

**ANSWER:**

Defendant denies the allegations contained in Paragraph 61 of the First Amended Complaint.

**COMPLAINT PARAGRAPH 62:**

As a result of FINRA's discriminatory conduct, Wile has suffered substantial damages, including emotional pain and mental anguish, in an amount to be determined at trial.

**ANSWER:**

Defendant denies the allegations contained in Paragraph 62 of the First Amended Complaint.

**COMPLAINT PARAGRAPH 63:**

FINRA's discriminatory conduct was taken with reckless indifference to Wile's rights, entitling her to punitive damages under the ADA.

**ANSWER:**

Defendant states that the allegations contained in Paragraph 63 are legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations contained in Paragraph 63.

**AFFIRMATIVE DEFENSES**

Pleading further in accordance with Rule 8, Fed. R. Civ. P., Defendant states the following as affirmative defenses to First Claim of the First Amended Complaint.

**FIRST DEFENSE**

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

**SECOND DEFENSE**

Plaintiff's claims for damages should be denied to the extent she failed to mitigate her damages.

**THIRD DEFENSE**

Plaintiff's claim for damages should be denied to the extent that she received wages and other income subsequent to her employment.

**FOURTH DEFENSE**

At all relevant times, Defendant acted in good faith.

**FIFTH DEFENSE**

Plaintiff is not entitled to recover any punitive damages because Defendant did not act willfully and/or with reckless indifference.

**SIXTH DEFENSE**

Plaintiff's claim for damages should be denied because she failed to request a reasonable accommodation.

**SEVENTH DEFENSE**

Certain of Plaintiff's claims for damages are capped by federal statute.

**EIGHTH DEFENSE**

Defendant had reasonable grounds for believing that its actions with respect to Plaintiff were not in violation of the law.

**NINTH DEFENSE**

Defendant would have implemented the same actions in the absence of the alleged discriminatory animus.

**TENTH DEFENSE**

Plaintiff's claims are barred to the extent they are based on facts not alleged in the administrative charge identified in Paragraph 7 of the First Amended Complaint.

**ELEVENTH DEFENSE**

Plaintiff's claims are barred to the extent they are based on facts that are beyond the scope of the allegations raised in the administrative charge identified in Paragraph 7 of the First Amended Complaint.

**SECOND CLAIM**

(Retaliation in Violation of the ADA)

**COMPLAINT PARAGRAPH 64:**

Plaintiff repeats and realleges the allegations contained in paragraphs 9-11, 18-19, 22-25, 29-30, 32-35 and 37-54 as if separately set forth herein.

**ANSWER:**

Defendant hereby adopts and incorporates by reference each and every answer to the allegations contained in paragraphs 9-11, 18-19, 22-25, 29-30, 32-35 and 37-54 as if separately set forth herein.

**COMPLAINT PARAGRAPH 65:**

Wile opposed Defendant's unlawful, discriminatory employment practices and engaged in protected activity under the ADA.

**ANSWER:**

Defendant denies the allegations contained in Paragraph 65 of the First Amended Complaint.

**COMPLAINT PARAGRAPH 66:**

FINRA retaliated against Wile for having engaged in the protected activity by terminating her employment in violation of the ADA, 42 U.S.C. § 12203(a).

**ANSWER:**

Defendant denies the allegations contained in Paragraph 66 of the First Amended Complaint.

**COMPLAINT PARAGRAPH 67:**

As a result of FINRA's retaliatory conduct, Wile has suffered substantial damages, including emotional pain and mental anguish, in an amount to be determined at trial.

**ANSWER:**

Defendant denies the allegations contained in Paragraph 67 of the First Amended Complaint.

**COMPLAINT PARAGRAPH 68:**

FINRA's discriminatory conduct was taken with reckless indifference to Wile's rights, entitling her to punitive damages under the ADA.

**ANSWER:**

Defendant denies the allegations contained in Paragraph 68 of the First Amended Complaint.

**AFFIRMATIVE DEFENSES**

Pleading further in accordance with Rule 8, Fed. R. Civ. P., Defendant states the following as affirmative defenses to the Second Claim of the First Amended Complaint.

**FIRST DEFENSE**

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

**SECOND DEFENSE**

Plaintiff's claims for damages should be denied to the extent she failed to mitigate her damages.

**THIRD DEFENSE**

Plaintiff's claim for damages should be denied to the extent that she received wages and other income subsequent to her employment.

**FOURTH DEFENSE**

At all relevant times, Defendant acted in good faith.

**FIFTH DEFENSE**

Plaintiff is not entitled to recover any punitive damages because Defendant did not act willfully and/or with reckless indifference.

**SIXTH DEFENSE**

Plaintiff's claim for damages should be denied because she failed to request a reasonable accommodation.

**SEVENTH DEFENSE**

Certain of Plaintiff's claims for damages are capped by federal statute.

**EIGHTH DEFENSE**

Defendant had reasonable grounds for believing that its actions with respect to Plaintiff were not in violation of the law.

**NINTH DEFENSE**

Defendant would have implemented the same actions in the absence of the alleged discriminatory and/or retaliatory animus.

**TENTH DEFENSE**

Plaintiff's claims are barred to the extent they are based on facts not alleged in the administrative charge identified in Paragraph 7 of the First Amended Complaint.

**ELEVENTH DEFENSE**

Plaintiff's claims are barred to the extent they are based on facts that are beyond the scope of the allegations raised in the administrative charge identified in Paragraph 7 of the First Amended Complaint.

**THIRD CLAIM**

(Sex Discrimination in Violation of Title VII)

**COMPLAINT PARAGRAPH 69:**

Plaintiff repeats and realleges the allegations contained in paragraphs 9-11, 16, 18, 23, 26, 29-31, 33-34, 36-37 and 39-42 as if separately set forth herein.

**ANSWER:**

Defendant hereby adopts and incorporates by reference each and every answer to the allegations contained in paragraphs 9-11, 16, 18, 23, 26, 29-31, 33-34, 36-37 and 39-42 as if separately set forth herein.

**COMPLAINT PARAGRAPH 70:**

At all relevant times, Wile was an “employee” under Title VII, 42 U.S.C. § 2000e(f).

**ANSWER:**

Defendant admits the allegations contained in Paragraph 70 of the First Amended Complaint.

**COMPLAINT PARAGRAPH 71:**

FINRA is an “employer” under Title VII, 42 U.S.C. § 2000e(b).

**ANSWER:**

Defendant admits the allegations contained in Paragraph 71 of the First Amended Complaint.

**COMPLAINT PARAGRAPH 72:**

By terminating Wile’s employment, FINRA unlawfully discriminated against Wile on the basis of her sex in violation of Title VII.

**ANSWER:**

Defendant denies the allegations contained in Paragraph 72 of the First Amended Complaint.

**COMPLAINT PARAGRAPH 73:**

FINRA's sex-based motivation for terminating Plaintiff's employment is evidenced by the manner in which Ray treated Rosen more favorably than Plaintiff, as described above, including with regarding to the casual dress policy, work hours, assignments and his attendance at meetings.

**ANSWER:**

Defendant denies the allegations contained in Paragraph 73 of the First Amended Complaint.

**COMPLAINT PARAGRAPH 74:**

As a result of FINRA's discriminatory conduct, Wile has suffered substantial damages, including emotional pain and mental anguish, in an amount to be determined at trial.

**ANSWER:**

Defendant denies the allegations contained in Paragraph 74 of the First Amended Complaint.

**COMPLAINT PARAGRAPH 75:**

FINRA's discriminatory conduct was taken with reckless indifference to Wile's rights, entitling her to punitive damages under Title VII.

**ANSWER:**

Defendant denies the allegations contained in Paragraph 75 of the First Amended Complaint.

**AFFIRMATIVE DEFENSES**

Pleading further in accordance with Rule 8, Fed. R. Civ. P., Defendant states the following as affirmative defenses to the Third Claim of the First Amended Complaint.

**FIRST DEFENSE**

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

**SECOND DEFENSE**

Plaintiff's claims for damages should be denied to the extent she failed to mitigate her damages.

**THIRD DEFENSE**

Plaintiff's claim for damages should be denied to the extent that she received wages and other income subsequent to her employment.

**FOURTH DEFENSE**

At all relevant times, Defendant acted in good faith.

**FIFTH DEFENSE**

Plaintiff is not entitled to recover any punitive damages because Defendant did not act willfully and/or with reckless indifference.

**SIXTH DEFENSE**

Defendant exercised reasonable care to prevent and correct promptly any alleged discrimination, and Plaintiff unreasonably failed to take advantage of any preventive or corrective opportunities provided by Defendant or to avoid harm otherwise.

**SEVENTH DEFENSE**

Certain of Plaintiff's claims for damages are capped by federal statute.

**EIGHTH DEFENSE**

Defendant had reasonable grounds for believing that its actions with respect to Plaintiff were not in violation of the law.

**NINTH DEFENSE**

Defendant would have implemented the same actions in the absence of the alleged discriminatory animus.

**TENTH DEFENSE**

Plaintiff's claims are barred to the extent they are based on facts not alleged in the administrative charge identified in Paragraph 7 of the First Amended Complaint.

**ELEVENTH DEFENSE**

Plaintiff's claims are barred to the extent they are based on facts that are beyond the scope of the allegations raised in the administrative charge identified in Paragraph 7 of the First Amended Complaint.

**FOURTH CLAIM**

(Retaliation in Violation of Title VII)

**COMPLAINT PARAGRAPH 76:**

Plaintiff repeats and realleges the allegations contained in the preceding paragraphs 9-11, 18, 23-24, 26, 29-35, 37 and 39-54 as if separately set forth herein.

**ANSWER:**

Defendant hereby adopts and incorporates by reference each and every answer to the allegations contained in paragraphs 9-11, 18, 23-24, 26, 29-35, 37 and 39-54 as if separately set forth herein.

**COMPLAINT PARAGRAPH 77:**

Wile opposed FINRA's unlawful, discriminatory employment practices and engaged in protected activity under Title VII.

**ANSWER:**

Defendant states that the allegations contained in Paragraph 77 of the First Amended Complaint are legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations contained in Paragraph 77 of the First Amended Complaint.

**COMPLAINT PARAGRAPH 78:**

FINRA retaliated against Wile for having engaged in the protected activity by terminating her employment in violation of Title VII, 42 U.S.C. § 2000e-3.

**ANSWER:**

Defendant denies the allegations contained in Paragraph 78 of the First Amended Complaint.

**COMPLAINT PARAGRAPH 79:**

As a result of FINRA's retaliatory conduct, Wile has suffered substantial damages, including emotional pain and mental anguish, in an amount to be determined at trial.

**ANSWER:**

Defendant denies the allegations contained in Paragraph 79 of the First Amended Complaint.

**COMPLAINT PARAGRAPH 80:**

FINRA's discriminatory conduct was taken with reckless indifference to Plaintiff's rights, entitling her to punitive damages under Title VII.

**ANSWER:**

Defendant denies the allegations contained in Paragraph 80 of the First Amended Complaint.

**AFFIRMATIVE DEFENSES**

Pleading further in accordance with Rule 8, Fed. R. Civ. P., Defendant states the following as affirmative defenses to Fourth Claim of the First Amended Complaint.

**FIRST DEFENSE**

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

**SECOND DEFENSE**

Plaintiff's claims for damages should be denied to the extent she failed to mitigate her damages.

**THIRD DEFENSE**

Plaintiff's claim for damages should be denied to the extent that she received wages and other income subsequent to her employment.

**FOURTH DEFENSE**

At all relevant times, Defendant acted in good faith.

**FIFTH DEFENSE**

Plaintiff is not entitled to recover any punitive damages because Defendant did not act willfully and/or with reckless indifference.

**SIXTH DEFENSE**

Defendant exercised reasonable care to prevent and correct promptly any alleged discrimination, and Plaintiff unreasonably failed to take advantage of any preventive or corrective opportunities provided by Defendant or to avoid harm otherwise.

**SEVENTH DEFENSE**

Certain of Plaintiff's claims for damages are capped by federal statute.

**EIGHTH DEFENSE**

Defendant had reasonable grounds for believing that its actions with respect to Plaintiff were not in violation of the law.

**NINTH DEFENSE**

Defendant would have implemented the same actions in the absence of the alleged discriminatory and/or retaliatory animus.

**TENTH DEFENSE**

Plaintiff's claims are barred to the extent they are based on facts not alleged in the administrative charge identified in Paragraph 7 of the First Amended Complaint.

**ELEVENTH DEFENSE**

Plaintiff's claims are barred to the extent they are based on facts that are beyond the scope of the allegations raised in the administrative charge identified in Paragraph 7 of the First Amended Complaint.

**FIFTH CLAIM**

(Retaliation in Violation of the ADEA)

**COMPLAINT PARAGRAPH 81:**

Plaintiff repeats and realleges the allegations contained in the preceding paragraphs 9-11, 18, 20-21, 23-24, 27-30, 32-35, 37 and 39-54 as if separately set forth herein.

**ANSWER:**

Defendant hereby adopts and incorporates by reference each and every answer to the allegations contained in paragraphs 9-11, 18, 20-21, 23-24, 27-30, 32-35, 37 and 39-54 as if separately set forth herein.

**COMPLAINT PARAGRAPH 82:**

Wile opposed FINRA's unlawful, discriminatory employment practices and engaged in protected activity under the ADEA.

**ANSWER:**

Defendant states that the allegations contained in Paragraph 82 of the First Amended Complaint are legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations contained in Paragraph 82 of the First Amended Complaint.

**COMPLAINT PARAGRAPH 83:**

FINRA retaliated against Wile for having engaged in the protected activity by terminating her employment in violation of the ADEA, 29 U.S.C. § 623.

**ANSWER:**

Defendant denies the allegations contained in Paragraph 83 of the First Amended Complaint.

**COMPLAINT PARAGRAPH 84:**

As a result of FINRA's retaliatory conduct, Wile has suffered substantial damages, including emotional pain and mental anguish, in an amount to be determined at trial.

**ANSWER:**

Defendant denies the allegations contained in Paragraph 84 of the First Amended Complaint.

**COMPLAINT PARAGRAPH 85:**

FINRA's conduct was willful, entitling Plaintiff to liquidated damages pursuant to 29 U.S.C. § 626(b).

**ANSWER:**

Defendant denies the allegations contained in Paragraph 85 of the First Amended Complaint.

**AFFIRMATIVE DEFENSES**

Pleading further in accordance with Rule 8, Fed. R. Civ. P., Defendant states the following as affirmative defenses to the Fifth Claim of the First Amended Complaint.

**FIRST DEFENSE**

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

**SECOND DEFENSE**

Plaintiff's claims for damages should be denied to the extent she failed to mitigate her damages.

**THIRD DEFENSE**

Plaintiff's claim for damages should be denied to the extent that she received wages and other income subsequent to her employment.

**FOURTH DEFENSE**

At all relevant times, Defendant acted in good faith.

**FIFTH DEFENSE**

Plaintiff is not entitled to recover any punitive damages because Defendant did not act willfully and/or with reckless indifference.

**SIXTH DEFENSE**

Defendant exercised reasonable care to prevent and correct promptly any alleged discrimination, and Plaintiff unreasonably failed to take advantage of any preventive or corrective opportunities provided by Defendant or to avoid harm otherwise.

**SEVENTH DEFENSE**

Certain of Plaintiff's claims for damages are capped by federal statute.

**EIGHTH DEFENSE**

Defendant had reasonable grounds for believing that its actions with respect to Plaintiff were not in violation of the law.

**NINTH DEFENSE**

Defendant would have implemented the same actions in the absence of the alleged discriminatory and/or retaliatory animus.

**TENTH DEFENSE**

Plaintiff's claims are barred to the extent they are based on facts not alleged in the administrative charge identified in Paragraph 7 of the First Amended Complaint.

**ELEVENTH DEFENSE**

Plaintiff's claims are barred to the extent they are based on facts that are beyond the scope of the allegations raised in the administrative charge identified in Paragraph 7 of the First Amended Complaint.

**SIXTH CLAIM**

(Discrimination in Violation Of the FCRA)

**COMPLAINT PARAGRAPH 86:**

Plaintiff repeats and realleges the allegations contained in the preceding paragraphs 9-23, 25-31, 33-34 and 36-42 as if separately set forth herein.

**ANSWER:**

Defendant hereby adopts and incorporates by reference each and every answer to the allegations contained in paragraphs 9-23, 25-31, 33-34 and 36-42 as if separately set forth herein.

**COMPLAINT PARAGRAPH 87:**

Under the FCRA, Wile is a "Person" and FINRA is an "Employer."

**ANSWER:**

Defendant admits the allegations contained in Paragraph 87 of the First Amended Complaint.

**COMPLAINT PARAGRAPH 88:**

By terminating Wile's employment, FINRA unlawfully discriminated against Wile on the basis of her sex, age and/or disability in violation of the FCRA.

**ANSWER:**

Defendant denies the allegations contained in Paragraph 88 of the First Amended Complaint.

**COMPLAINT PARAGRAPH 89:**

FINRA further discriminated against Wile on the basis of her disability as a result of Ray's requirement that she participate in public speaking events and his mocking of her disability.

**ANSWER:**

Defendant denies the allegations contained in Paragraph 89 of the First Amended Complaint.

**COMPLAINT PARAGRAPH 90:**

FINRA's sex-based motivation for terminating Wile's employment is evidenced by the manner in which Ray treated the similarly-situated male manager more favorably than Wile, as described above, including with regard to the casual dress policy, work hours, assignments and his attendance at meetings.

**ANSWER:**

Defendant denies the allegations contained in Paragraph 90 of the First Amended Complaint.

**COMPLAINT PARAGRAPH 91:**

As a result of FINRA's discriminatory conduct, Wile has suffered substantial damages, including emotional pain and mental anguish, in an amount to be determined at trial.

**ANSWER:**

Defendant denies the allegations contained in Paragraph 91 of the First Amended Complaint.

**COMPLAINT PARAGRAPH 92:**

FINRA's discriminatory conduct was taken with reckless indifference to Wile's rights, entitling her to punitive damages under the FCRA.

**ANSWER:**

Defendant denies the allegations contained in Paragraph 92 of the First Amended Complaint.

**AFFIRMATIVE DEFENSES**

Pleading further in accordance with Rule 8, Fed. R. Civ. P., Defendant states the following as affirmative defenses to the Sixth Claim of the First Amended Complaint.

**FIRST DEFENSE**

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

**SECOND DEFENSE**

Plaintiff's claims for damages should be denied to the extent she failed to mitigate her damages.

**THIRD DEFENSE**

Plaintiff's claim for damages should be denied to the extent that she received wages and other income subsequent to her employment.

**FOURTH DEFENSE**

At all relevant times, Defendant acted in good faith.

**FIFTH DEFENSE**

Plaintiff is not entitled to recover any punitive damages because Defendant did not act willfully and/or with reckless indifference.

**SIXTH DEFENSE**

Defendant exercised reasonable care to prevent and correct promptly any alleged discrimination, and Plaintiff unreasonably failed to take advantage of any preventive or corrective opportunities provided by Defendant or to avoid harm otherwise.

**SEVENTH DEFENSE**

Certain of Plaintiff's claims for damages are capped by state statute.

**EIGHTH DEFENSE**

Defendant had reasonable grounds for believing that its actions with respect to Plaintiff were not in violation of the law.

**NINTH DEFENSE**

Defendant would have implemented the same actions in the absence of the alleged discriminatory animus.

**TENTH DEFENSE**

Plaintiff's claims are barred to the extent they are based on facts not alleged in the administrative charge identified in Paragraph 7 of the First Amended Complaint.

**ELEVENTH DEFENSE**

Plaintiff's claims are barred to the extent they are based on facts that are beyond the scope of the allegations raised in the administrative charge identified in Paragraph 7 of the First Amended Complaint.

**SEVENTH CLAIM**

(Retaliation Under the FCRA)

**COMPLAINT PARAGRAPH 93:**

Plaintiff repeats and realleges the allegations contained in paragraphs 9-11, 18-35 and 37-54 as if separately set forth herein.

**ANSWER:**

Defendant hereby adopts and incorporates by reference each and every answer to the allegations contained in paragraphs 9-11, 18-35, and 37-54 as if separately set forth herein.

**COMPLAINT PARAGRAPH 94:**

Wile asserted her rights under the FCRA when she complained that she was being treated less favorably because of her sex, age and/or disability.

**ANSWER:**

Defendant denies the allegations contained in Paragraph 94 of the First Amended Complaint.

**COMPLAINT PARAGRAPH 95:**

By its actions set forth above, FINRA unlawfully retaliated against Wile because she engaged in protected activity under the FCRA.

**ANSWER:**

Defendant denies the allegations contained in Paragraph 95 of the First Amended Complaint.

**COMPLAINT PARAGRAPH 96:**

As a result of FINRA's retaliatory conduct, Wile has suffered substantial damages, including emotional pain and mental anguish, in an amount to be determined at trial.

**ANSWER:**

Defendant denies the allegations contained in Paragraph 96 of the First Amended Complaint.

**COMPLAINT PARAGRAPH 97:**

FINRA's discriminatory conduct was taken with reckless indifference to Plaintiff's rights, entitling her to punitive damages under the FCRA.

**ANSWER:**

Defendant denies the allegations contained in Paragraph 97 of the First Amended Complaint.

**AFFIRMATIVE DEFENSES**

Pleading further in accordance with Rule 8, Fed. R. Civ. P., Defendant states the following as affirmative defenses to the Seventh Claim of the First Amended Complaint.

**FIRST DEFENSE**

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

**SECOND DEFENSE**

Plaintiff's claims for damages should be denied to the extent she failed to mitigate her damages.

**THIRD DEFENSE**

Plaintiff's claim for damages should be denied to the extent that she received wages and other income subsequent to her employment.

**FOURTH DEFENSE**

At all relevant times, Defendant acted in good faith.

**FIFTH DEFENSE**

Plaintiff is not entitled to recover any punitive damages because Defendant did not act willfully and/or with reckless indifference.

**SIXTH DEFENSE**

Defendant exercised reasonable care to prevent and correct promptly any alleged discrimination, and Plaintiff unreasonably failed to take advantage of any preventive or corrective opportunities provided by Defendant or to avoid harm otherwise.

**SEVENTH DEFENSE**

Certain of Plaintiff's claims for damages are capped by state statute.

**EIGHTH DEFENSE**

Defendant had reasonable grounds for believing that its actions with respect to Plaintiff were not in violation of the law.

**NINTH DEFENSE**

Defendant would have implemented the same actions in the absence of the alleged discriminatory and/or retaliatory animus.

**TENTH DEFENSE**

Plaintiff's claims are barred to the extent they are based on facts not alleged in the administrative charge identified in Paragraph 7 of the First Amended Complaint.

**ELEVENTH DEFENSE**

Plaintiff's claims are barred to the extent they are based on facts that are beyond the scope of the allegations raised in the administrative charge identified in Paragraph 7 of the First Amended Complaint.

WHEREFORE, while reserving the right to seek additional damages as available, Wile demands judgment against FINRA as follows:

1. An award of Wile's actual damages in an amount to be determined at trial for loss of compensation, benefits and professional opportunities, including back pay;
2. An award of reinstatement or front pay in lieu of reinstatement;
3. An award of damages in an amount to be determined at trial to compensate Plaintiff for her mental anguish, humiliation, embarrassment, and emotional injury;
4. An award of liquidated damages;

5. An award of punitive damages;
6. An award of reasonable attorneys' fees and the costs of this action;
7. An award of interest; and
8. Such other and further relief as this Court may deem just and proper.

**ANSWER:**

Defendant denies Plaintiff is entitled to any of the relief prayed for in the WHEREFORE section.

WHEREFORE, Defendant prays for judgment as follows:

1. That Plaintiff takes nothing by the Complaint;
2. That judgment be entered in favor of Defendant and against Plaintiff, and
3. That Defendant be awarded its costs and attorneys' fees and any such other relief

as the Court may deem just and proper.

Dated: July 10, 2014

Respectfully submitted,

**SMITH, GAMBRELL & RUSSELL, LLP**

By: s/ Patricia J. Hill  
Patricia J. Hill - Lead Counsel  
Florida Bar No. 0091324  
Yash B. Dave  
Florida Bar No. 0068573  
Nicholas S. Andrews  
Florida Bar. No. 0105699  
50 N. Laura Street, Suite 2600  
Jacksonville, Florida 32202  
Telephone: (904) 598-6140  
Facsimile: (904) 598-6240  
E-Mail: pjhill@sgrlaw.com  
E-Mail: ydave@sgrlaw.com  
E-Mail: nandrews@sgrlaw.com  
**Attorneys for Defendant FINRA**

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 10th day of July, 2014, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system that will automatically send e-mail notification of such filing to the following attorney of record:

James R. Hubbard, Esq.  
jhubbard@liddlerobinson.com  
Liddle & Robinson, LLP  
800 Third Avenue  
New York, New York 10022

*Attorneys for Plaintiff Jill Wile*

s/ Patricia J. Hill

---

Attorney