

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

----- X
CHRISTINE O'REILLY,

Plaintiff,

-against-

ICAP CORPORATES LLC,¹ TP ICAP GROUP PLC,
TP ICAP BROKING LIMITED, TP ICAP MARKETS
LIMITED, CITIGROUP, INC., CITIGROUP GLOBAL
MARKETS LIMITED, and JANIE MCCATHIE,

Defendants.
----- X

Civil Action No. 24-cv-05913

**DEFENDANT TP ICAP GLOBAL
MARKETS AMERICAS LLC'S
ANSWER AND AFFIRMATIVE
DEFENSES**

Defendant TP ICAP Global Markets Americas LLC (f/k/a ICAP Corporates LLC) ("TPIGMA"), by and through their attorneys, Sheppard, Mullin, Richter & Hampton LLP, as and for their answer to the Complaint ("Complaint") of Plaintiff Christine O'Reilly ("Plaintiff"), alleges as follows:

PRELIMINARY STATEMENT²

1. TPIGMA denies each and every allegation set forth in Paragraph 1 of the Complaint.
2. TPIGMA denies each and every allegation set forth in Paragraph 2 of the Complaint.
3. TPIGMA denies each and every allegation set forth in Paragraph 3 of the Complaint.

¹ ICAP Corporates LLC changed its name to TP ICAP Global Markets Americas LLC in October 2022.

² TPIGMA repeats the headings included in the Complaint for organizational and reference purposes only; to the extent these headings may be interpreted as factual allegations, or to the extent these headings imply any factual allegations, the same are denied throughout the Complaint.

4. TPIGMA denies each and every allegation set forth in Paragraph 4 of the Complaint.

5. TPIGMA denies each and every allegation set forth in Paragraph 5 of the Complaint, except admits that Janie McCathie (“McCathie”) made the statement that is attributed to her therein.

6. TPIGMA denies each and every allegation set forth in Paragraph 5 of the Complaint, except admits that Plaintiff submitted a complaint to TPIGMA on or about March 5, 2024.

7. TPIGMA denies each and every allegation set forth in Paragraph 6 of the Complaint, except denies knowledge or information sufficient to form a belief as to the truth of the allegations as to who has inquired about Plaintiff’s “well-being” and admits that Plaintiff’s counsel improperly contacted Nicolas Bretau on or about April 23, 2024.

NATURE OF CLAIMS

8. Paragraph 8 of the Complaint sets forth a legal conclusion to which no response is required. To the extent that Paragraph 8 of the Complaint sets forth factual allegations, TPIGMA admits that Plaintiff purports to assert claims under Title VII of the Civil Rights Act of 1964, the New York State Human Rights Law, and the New York City Human Rights Law.

9. Paragraph 9 of the Complaint sets forth a legal conclusion to which no response is required. To the extent that Paragraph 9 of the Complaint sets forth factual allegations, TPIGMA admits that Plaintiff purports to assert claims for negligence.

ADMINISTRATIVE PREREQUISITES

10. TPIGMA admits the allegations set forth in Paragraph 10 of the Complaint.

11. TPIGMA admits the allegations set forth in Paragraph 11 of the Complaint.

12. TPIGMA admits the allegations set forth in Paragraph 12 of the Complaint.

13. TPIGMA admits the allegations set forth in Paragraph 13 of the Complaint.

14. Paragraph 14 of the Complaint sets forth a legal conclusion to which no response is required.

JURISDICTION AND VENUE

15. Paragraph 15 of the Complaint sets forth a legal conclusion to which no response is required.

16. Paragraph 16 of the Complaint sets forth a legal conclusion to which no response is required; provided, however, that TPIGMA denies that this Court has personal jurisdiction over TP ICAP Group plc, TP ICAP Broking Limited, or TP ICAP Markets Limited.

17. Paragraph 17 of the Complaint sets forth a legal conclusion to which no response is required.

PARTIES

18. TPIGMA denies knowledge or information sufficient to form a belief as to the truth of the allegations concerning Plaintiff's residence in Paragraph 18 of the Complaint, and denies that Plaintiff was employed by TP ICAP Group plc, TP ICAP Broking Limited, and/or TP ICAP Markets Limited.

19. Paragraph 19 of the Complaint sets forth a legal conclusion to which no response is required. To the extent that Paragraph 19 of the Complaint sets forth factual allegations, TPIGMA admits that it is a Delaware limited liability company with its principal place of business at 200 Vesey Street, New York, NY 10281.

20. Paragraph 20 of the Complaint sets forth a legal conclusion to which no response is required. To the extent that Paragraph 20 of the Complaint sets forth factual allegations, TPIGMA denies each and every allegation, except admits that TP ICAP Broking Limited and TP

ICAP Markets Limited are entities organized under the laws of England and Wales with their registered office at 135 Bishopsgate, London, England, EC2M 3TP, United Kingdom.

21. Paragraph 21 of the Complaint sets forth a legal conclusion to which no response is required. To the extent that Paragraph 21 of the Complaint sets forth factual allegations, TPIGMA denies each and every allegation.

22. Paragraph 22 of the Complaint sets forth a legal conclusion to which no response is required. To the extent that Paragraph 22 of the Complaint sets forth factual allegations, TPIGMA denies each and every allegation.

23. TPIGMA denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 23 of the Complaint.

24. TPIGMA denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 24 of the Complaint.

25. TPIGMA denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 25 of the Complaint.

26. TPIGMA denies each and every allegation set forth in Paragraph 26 of the Complaint, except admits that McCathie is an individual residing in the United Kingdom.

27. Paragraph 27 of the Complaint sets forth a legal conclusion to which no response is required. To the extent that Paragraph 27 of the Complaint sets forth factual allegations, TPIGMA denies knowledge or information sufficient to form a belief as to the truth of the allegations concerning Ben Waters' ("Waters") employment, and denies that it engaged in any unlawful conduct.

FACTUAL ALLEGATIONS

Background and Early Career at ICAP (2013-2018)

28. TPIGMA admits the allegations set forth in Paragraph 28 of the Complaint.

29. TPIGMA denies each and every allegation set forth in Paragraph 29 of the Complaint, except avers that ICAP Services North America offered Plaintiff full-time employment as a broker trainee in or around March 2014, with such employment commencing in or around September 2014.

30. TPIGMA denies each and every allegation set forth in Paragraph 30 of the Complaint, except admits that Plaintiff worked as a broker trainee with ICAP Services North America in 2014 and 2015.

31. TPIGMA denies each and every allegation set forth in Paragraph 31 of the Complaint, except admits that Plaintiff transitioned to the role of desk clerk with ICAP Corporates LLC beginning on September 16, 2015.

32. TPIGMA denies each and every allegation set forth in Paragraph 32 of the Complaint, except admits that Plaintiff transitioned to the role of broker on ICAP Corporate LLC's Delta One desk in New York in or around December 2017, reporting to Alex Lynch and Ray Fischer.

33. TPIGMA denies each and every allegation set forth in Paragraph 33 of the Complaint, except admits that Plaintiff and McCathie regularly collaborated at work between December 2017 and February 2024, when Plaintiff voluntarily commenced a paid leave of absence.

The Development of a Toxic Work Environment

34. TPIGMA denies each and every allegation set forth in Paragraph 34 of the

Complaint, except admits that Plaintiff's role on TPIGMA's Delta One desk in New York required her to interact with colleagues and clients based in London, and further admits that Citi is a large bank that trades in the products brokered by TPIGMA's Delta One desk in New York.

35. TPIGMA denies each and every allegation set forth in Paragraph 35 of the Complaint and its corresponding footnote, except admits that TPIGMA maintains policies prohibiting off-channel communications and denies knowledge or information sufficient to form a belief as to the truth of Plaintiff's allegations concerning the membership of the "ICAP LDN/NY" and/or "MCSI Mates" WhatsApp chats and/or the level of activity in each chat.

36. TPIGMA denies each and every allegation set forth in Paragraph 36 of the Complaint.

37. TPIGMA denies each and every allegation set forth in Paragraph 37 of the Complaint.

38. TPIGMA denies knowledge or information sufficient to form a belief as to the truth of Plaintiff's allegations set forth in Paragraph 38 of the Complaint regarding how she communicated with her clients and colleagues during and after social events.

39. TPIGMA denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 39 of the Complaint.

40. TPIGMA denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 40 of the Complaint, except admits that Citi transacted business with TPIGMA and/or its affiliates during Plaintiff's employment.

41. TPIGMA denies knowledge or information sufficient to form a belief as to the truth of Plaintiff's allegations concerning Waters' state of mind set forth in Paragraph 41 of the Complaint.

42. TPIGMA denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 42 of the Complaint.

Escalation of Harassment and the Waters-McCathie Alliance (2020-2023)

43. TPIGMA denies each and every allegation set forth in Paragraph 43 of the Complaint.

44. TPIGMA denies each and every allegation set forth in Paragraph 44 of the Complaint.

45. TPIGMA denies knowledge or information sufficient to form a belief as to the truth of Plaintiff's allegations concerning the timing and content of her alleged WhatsApp communications with Waters in 2020 and 2021.

46. TPIGMA denies knowledge or information sufficient to form a belief as to the truth of Plaintiff's allegations set forth in Paragraph 46 of the Complaint.

47. TPIGMA denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 47 of the Complaint, and respectfully refers the Court to Exhibit A to the Complaint for its content, meaning, and legal effect, if any.

48. TPIGMA denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 48 of the Complaint, except denies that McCathie was Plaintiff's supervisor.

49. TPIGMA denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 49 of the Complaint.

50. TPIGMA denies each and every allegation set forth in Paragraph 50 of the Complaint.

51. TPIGMA denies knowledge or information sufficient to form a belief as to the truth of Plaintiff's allegations concerning her communications with McCathie set forth in Paragraph 51 of the Complaint, except denies that McCathie "t[ied] [Plaintiff's] career to enduring harassment."

52. TPIGMA denies knowledge or information sufficient to form a belief as to the truth of Plaintiff's allegations concerning her communications with McCathie set forth in Paragraph 52 of the Complaint.

53. TPIGMA denies each and every allegation set forth in Paragraph 53 of the Complaint.

54. TPIGMA denies knowledge or information sufficient to form a belief as to the truth of Plaintiff's allegations concerning her communications with Waters described in Paragraph 54 of the Complaint, except denies Plaintiff's characterization of Waters' "remark."

55. TPIGMA denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 55 of the Complaint, except avers that neither Citi nor Waters ever communicated a "threat" to TPIGMA that Citi would cease doing business with TPIGMA and/or any of its affiliates for any reason.

56. TPIGMA denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 56 of the Complaint, except denies that Waters communicated any "accusations" regarding Plaintiff or "threats" regarding Citi's business to TPIGMA.

57. TPIGMA denies knowledge or information sufficient to form a belief as to the truth of Plaintiff's allegations in Paragraph 57 of the Complaint regarding what she "reported" to McCathie, but denies that Ms. McCathie "instructed" Plaintiff to apologize to Waters.

58. TPIGMA denies knowledge or information sufficient to form a belief as to the truth of Plaintiff's allegations set forth in Paragraph 58 of the Complaint.

59. TPIGMA denies knowledge or information sufficient to form a belief as to the truth of Plaintiff's allegations set forth in Paragraph 59 of the Complaint, except admits that Plaintiff shared pictures of herself with Waters.

60. TPIGMA denies knowledge or information sufficient to form a belief as to the truth of Plaintiff's allegations set forth in Paragraph 60 of the Complaint.

61. TPIGMA denies each and every allegation set forth in Paragraph 61 of the Complaint, and respectfully refers the Court to Exhibit B to the Complaint for its content, meaning, and legal effect, if any.

62. TPIGMA denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 62 of the Complaint, except denies that Plaintiff suffered any performance or health issues as a result of TPIGMA's conduct.

63. TPIGMA denies each and every allegation set forth in Paragraph 63 of the Complaint.

64. TPIGMA denies each and every allegation set forth in Paragraph 64 of the Complaint.

65. TPIGMA denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 63 of the Complaint.

66. TPIGMA denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 66 of the Complaint, and respectfully refers the Court to Exhibit C to the Complaint for its content, meaning, and legal effect, if any.

67. TPIGMA denies each and every allegation set forth in Paragraph 67 of the Complaint, except admits that Plaintiff asked to be removed from a Bloomberg chat in or around July 2022.

68. TPIGMA denies each and every allegation set forth in Paragraph 68 of the Complaint.

69. TPIGMA denies each and every allegation set forth in Paragraph 69 of the Complaint, except admits that Plaintiff had both personal and business-related conversations with Waters.

70. TPIGMA denies each and every allegation set forth in Paragraph 70 of the Complaint.

71. TPIGMA denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 71 of the Complaint.

72. TPIGMA denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 72 of the Complaint.

73. TPIGMA denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 73 of the Complaint.

74. TPIGMA denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 74 of the Complaint.

Retaliatory Commission Allocations

75. TPIGMA denies each and every allegation set forth in Paragraph 75 of the Complaint.

76. TPIGMA admits the allegations set forth in Paragraph 76 of the Complaint.

77. TPIGMA denies each and every allegation set forth in Paragraph 77 of the Complaint.

78. TPIGMA denies each and every allegation set forth in Paragraph 78 of the Complaint.

79. TPIGMA denies each and every allegation set forth in Paragraph 79 of the Complaint.

80. TPIGMA denies each and every allegation set forth in Paragraph 80 of the Complaint, except admits that McCathie made the comments attributed to her.

81. TPIGMA denies each and every allegation set forth in Paragraph of the Complaint.

Ms. O'Reilly Blocks, Then is Forced to Unblock, Mr. Waters on Social Media

82. TPIGMA denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 82 of the Complaint.

83. TPIGMA denies each and every allegation set forth in Paragraph 83 of the Complaint.

84. TPIGMA denies each and every allegation set forth in Paragraph 84 of the Complaint, and respectfully refers the Court to Exhibit D to the Complaint for its content, meaning, and legal effect, if any.

85. TPIGMA denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 85 of the Complaint.

86. TPIGMA denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 86 of the Complaint.

87. TPIGMA denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 87 of the Complaint, and respectfully refers the Court to Exhibit E to the Complaint for its content, meaning, and legal effect, if any.

88. TPIGMA denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 88 of the Complaint.

89. TPIGMA denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 89 of the Complaint, and respectfully refers the Court to Exhibit F to the Complaint for its content, meaning, and legal effect, if any.

90. TPIGMA denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 90 of the Complaint.

91. TPIGMA denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 91 of the Complaint.

92. TPIGMA denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 92 of the Complaint.

93. TPIGMA denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 93 of the Complaint.

94. TPIGMA denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 94 of the Complaint.

95. TPIGMA denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 95 of the Complaint.

96. TPIGMA denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 96 of the Complaint.

97. TPIGMA denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 97 of the Complaint.

98. TPIGMA denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 98 of the Complaint.

99. TPIGMA denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 99 of the Complaint.

100. TPIGMA denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 100 of the Complaint.

101. TPIGMA denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 101 of the Complaint.

102. TPIGMA denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 102 of the Complaint.

103. TPIGMA denies each and every allegation set forth in Paragraph 103 of the Complaint.

104. TPIGMA denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 104 of the Complaint and denies Plaintiff's characterization of TPIGMA's policies.

105. TPIGMA denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 105 of the Complaint.

106. TPIGMA denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 106 of the Complaint.

Reporting and Retaliation (September 2023 – Present)

107. TPIGMA denies each and every allegation set forth in Paragraph 107 of the

Complaint.

108. TPIGMA denies each and every allegation set forth in Paragraph 108 of the Complaint.

109. TPIGMA denies each and every allegation set forth in Paragraph 109 of the Complaint.

110. TPIGMA denies each and every allegation set forth in Paragraph 110 of the Complaint and the associated footnote, except admits that Mr. Gilbert wanted Plaintiff to stay with TPIGMA rather than attend law school as she planned and admits that Page 12 of TPIGMA's Employee Handbook contains the statement recited in Footnote 2.

111. TPIGMA denies each and every allegation set forth in Paragraph 111 of the Complaint.

112. TPIGMA denies each and every allegation set forth in Paragraph 112 of the Complaint.

113. TPIGMA denies each and every allegation set forth in Paragraph 113 of the Complaint, except admits that McCathie made the statements attributed to her on the "hoot" line between New York and London.

114. TPIGMA denies each and every allegation set forth in Paragraph 114 of the Complaint, except admits that McCathie made the statements attributed to her via Bloomberg.

115. TPIGMA denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 115 of the Complaint.

116. TPIGMA denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 116 of the Complaint.

117. TPIGMA denies each and every allegation set forth in Paragraph 117 of the Complaint, except admits that Plaintiff had a conversation with Mattie Mohar (“Mohar”) on or about February 22, 2024.

118. TPIGMA denies each and every allegation set forth in Paragraph 118 of the Complaint, except admits that Plaintiff had a conversation with Mohar on or about February 22, 2024.

119. TPIGMA denies each and every allegation set forth in Paragraph 119 of the Complaint, except denies knowledge or information sufficient to form a belief as to the truth of Plaintiff’s allegations concerning her purported removal from WhatsApp chats.

120. TPIGMA denies each and every allegation set forth in Paragraph 120 of the Complaint.

121. TPIGMA denies each and every allegation set forth in Paragraph 121 of the Complaint, except admits that Plaintiff sent an email with the subject line “Complaint to ICAP” to Mohar and James Gilbert (“Gilbert”) on March 5, 2024.

122. TPIGMA denies each and every allegation set forth in Paragraph 122 of the Complaint, except admits that Michelle Allison (“Allison”) led an investigation into Plaintiff’s concerns that she expressed to Mohar and Gilbert and that Allison inquired into Plaintiff’s belief that she had been retaliated against.

123. TPIGMA admits the allegations set forth in Paragraph 123 of the Complaint, except denies that Allison told Plaintiff that the interview was “the first interview she had conducted.”

124. TPIGMA denies each and every allegation set forth in Paragraph 124 of the Complaint, except admits that Plaintiff and Allison had a call on April 16, 2024.

125. TPIGMA denies each and every allegation set forth in Paragraph 125 of the Complaint, except admits that Allison asked Plaintiff to provide personal contact information for Waters on April 16, 2024 and denies knowledge or information sufficient to form a belief as to the truth of Plaintiff's allegation that she was "startled."

126. TPIGMA denies each and every allegation set forth in Paragraph 126 of the Complaint.

127. TPIGMA denies each and every allegation set forth in Paragraph 127 of the Complaint and the corresponding footnote, except admits that TPIGMA's investigation was ongoing as of August 5, 2024 and admits that TPIGMA provided Plaintiff with multiple options to return to work in April 2024 that she declined.

128. TPIGMA denies each and every allegation set forth in Paragraph 128 of the Complaint.

129. TPIGMA denies each and every allegation set forth in Paragraph 129 of the Complaint, except admits that TPIGMA provided Plaintiff with access to her work emails on or about August 1, 2024.

Systemic Failures in Oversight and Compliance

130. TPIGMA denies each and every allegation set forth in Paragraph 130 of the Complaint.

131. TPIGMA denies each and every allegation set forth in Paragraph 131 of the Complaint.

132. TPIGMA denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 132 of the Complaint.

133. TPIGMA denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 133 of the Complaint.

134. TPIGMA denies each and every allegation set forth in Paragraph 134 of the Complaint.

135. TPIGMA denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 135 of the Complaint.

136. TPIGMA denies each and every allegation set forth in Paragraph 136 of the Complaint.

137. TPIGMA denies each and every allegation set forth in Paragraph 137 of the Complaint.

Impact on Ms. O'Reilly's Career and Health

138. TPIGMA denies each and every allegation set forth in Paragraph 138 of the Complaint, denies that Plaintiff has suffered any damages, and avers that Plaintiff voluntarily left the financial services industry to pursue her long-time goal of attending law school in or around the fall of 2024.

139. TPIGMA denies each and every allegation set forth in Paragraph 139 of the Complaint and denies that Plaintiff has suffered any damages.

FIRST CAUSE OF ACTION
Discrimination in Violation of Title VII
(Against ICAP Defendants)

140. TPIGMA incorporates the responses made to Paragraphs 1 through 139 of the Complaint as if fully set forth herein.

141. Paragraph 141 of the Complaint sets forth a legal conclusion to which no response is required. To the extent that Paragraph 141 of the Complaint sets forth factual allegations,

TPIGMA admits that it employs Plaintiff, but denies that TP ICAP Group plc, TP ICAP Broking Limited, or TP ICAP Markets Limited employed Plaintiff.

142. Paragraph 142 of the Complaint sets forth a legal conclusion to which no response is required. To the extent that Paragraph 142 of the Complaint sets forth factual allegations, TPIGMA denies each and every allegation.

143. Paragraph 143 of the Complaint sets forth a legal conclusion to which no response is required. To the extent that Paragraph 143 of the Complaint sets forth factual allegations, TPIGMA denies each and every allegation.

144. Paragraph 144 of the Complaint sets forth a legal conclusion to which no response is required. To the extent that Paragraph 144 of the Complaint sets forth factual allegations, TPIGMA denies each and every allegation.

145. Paragraph 145 of the Complaint sets forth a legal conclusion to which no response is required. To the extent that Paragraph 145 of the Complaint sets forth factual allegations, TPIGMA denies each and every allegation and denies that Plaintiff has suffered any damages.

146. Paragraph 146 of the Complaint sets forth a legal conclusion to which no response is required. To the extent that Paragraph 146 of the Complaint sets forth factual allegations, TPIGMA denies each and every allegation.

147. TPIGMA denies each and every allegation set forth in Paragraph 147 of the Complaint.

148. Paragraph 148 of the Complaint sets forth a legal conclusion to which no response is required. To the extent that Paragraph 148 of the Complaint sets forth factual allegations, TPIGMA denies each and every allegation.

149. Paragraph 149 of the Complaint sets forth a legal conclusion to which no response is required. To the extent that Paragraph 149 of the Complaint sets forth factual allegations, TPIGMA denies each and every allegation.

150. Paragraph 150 of the Complaint sets forth a legal conclusion to which no response is required. To the extent that Paragraph 150 of the Complaint sets forth factual allegations, TPIGMA denies each and every allegation and denies that Plaintiff is entitled to any damages.

151. Paragraph 151 of the Complaint sets forth a legal conclusion to which no response is required. To the extent that Paragraph 151 of the Complaint sets forth factual allegations, TPIGMA denies each and every allegation and denies that Plaintiff has suffered any damages.

152. Paragraph 152 of the Complaint sets forth a legal conclusion to which no response is required. To the extent that Paragraph 152 of the Complaint sets forth factual allegations, TPIGMA denies each and every allegation.

SECOND CAUSE OF ACTION
Retaliation in Violation of Title VII
(Against ICAP Defendants)

153. TPIGMA incorporates the responses made to Paragraphs 1 through 151 of the Complaint as if fully set forth herein.

154. Paragraph 154 of the Complaint sets forth a legal conclusion to which no response is required. To the extent that Paragraph 154 of the Complaint sets forth factual allegations, TPIGMA denies each and every allegation.

155. Paragraph 155 of the Complaint sets forth a legal conclusion to which no response is required. To the extent that Paragraph 155 of the Complaint sets forth factual allegations, TPIGMA denies each and every allegation.

156. Paragraph 156 of the Complaint sets forth a legal conclusion to which no response is required. To the extent that Paragraph 156 of the Complaint sets forth factual allegations, TPIGMA denies each and every allegation.

157. Paragraph 157 of the Complaint sets forth a legal conclusion to which no response is required. To the extent that Paragraph 157 of the Complaint sets forth factual allegations, TPIGMA denies each and every allegation.

158. Paragraph 158 of the Complaint sets forth a legal conclusion to which no response is required. To the extent that Paragraph 158 of the Complaint sets forth factual allegations, TPIGMA denies each and every allegation.

159. Paragraph 159 of the Complaint sets forth a legal conclusion to which no response is required. To the extent that Paragraph 159 of the Complaint sets forth factual allegations, TPIGMA denies each and every allegation and denies that Plaintiff is entitled to any damages.

160. Paragraph 160 of the Complaint sets forth a legal conclusion to which no response is required. To the extent that Paragraph 160 of the Complaint sets forth factual allegations, TPIGMA denies each and every allegation and denies that Plaintiff has suffered any damages.

161. Paragraph 161 of the Complaint sets forth a legal conclusion to which no response is required. To the extent that Paragraph 161 of the Complaint sets forth factual allegations, TPIGMA denies each and every allegation.

THIRD CAUSE OF ACTION
Discrimination in Violation of NYSHRL
(Against All Defendants)

162. TPIGMA incorporates the responses made to Paragraphs 1 through 161 of the Complaint as if fully set forth herein.

163. Paragraph 163 of the Complaint sets forth a legal conclusion to which no response is required. To the extent that Paragraph 163 of the Complaint sets forth factual allegations, TPIGMA denies each and every allegation.

164. Paragraph 164 of the Complaint sets forth a legal conclusion to which no response is required. To the extent that Paragraph 164 of the Complaint sets forth factual allegations, TPIGMA denies each and every allegation.

165. Paragraph 165 of the Complaint sets forth a legal conclusion to which no response is required. To the extent that Paragraph 165 of the Complaint sets forth factual allegations, TPIGMA denies each and every allegation and denies that Plaintiff is entitled to any damages.

166. Paragraph 166 of the Complaint sets forth a legal conclusion to which no response is required. To the extent that Paragraph 166 of the Complaint sets forth factual allegations, TPIGMA denies each and every allegation and denies that Plaintiff is entitled to any damages.

167. Paragraph 167 of the Complaint sets forth a legal conclusion to which no response is required. To the extent that Paragraph 167 of the Complaint sets forth factual allegations, TPIGMA denies each and every allegation.

FOURTH CAUSE OF ACTION
Retaliation in Violation of NYSHRL
(Against All Defendants)

168. TPIGMA incorporates the responses made to Paragraphs 1 through 167 of the Complaint as if fully set forth herein.

169. Paragraph 169 of the Complaint sets forth a legal conclusion to which no response is required. To the extent that Paragraph 169 of the Complaint sets forth factual allegations, TPIGMA denies each and every allegation.

170. Paragraph 170 of the Complaint sets forth a legal conclusion to which no response

is required. To the extent that Paragraph 170 of the Complaint sets forth factual allegations, TPIGMA denies each and every allegation.

171. Paragraph 171 of the Complaint sets forth a legal conclusion to which no response is required. To the extent that Paragraph 171 of the Complaint sets forth factual allegations, TPIGMA denies each and every allegation.

172. Paragraph 172 of the Complaint sets forth a legal conclusion to which no response is required. To the extent that Paragraph 172 of the Complaint sets forth factual allegations, TPIGMA denies each and every allegation and denies that Plaintiff is entitled to any damages.

173. Paragraph 173 of the Complaint sets forth a legal conclusion to which no response is required. To the extent that Paragraph 173 of the Complaint sets forth factual allegations, TPIGMA denies each and every allegation.

FIFTH CAUSE OF ACTION
Discrimination in Violation of NYCHRL
(Against All Defendants)

174. TPIGMA incorporates the responses made to Paragraphs 1 through 173 of the Complaint as if fully set forth herein.

175. Paragraph 175 of the Complaint sets forth a legal conclusion to which no response is required. To the extent that Paragraph 175 of the Complaint sets forth factual allegations, TPIGMA denies each and every allegation.

176. Paragraph 176 of the Complaint sets forth a legal conclusion to which no response is required. To the extent that Paragraph 176 of the Complaint sets forth factual allegations, TPIGMA denies each and every allegation.

177. Paragraph 177 of the Complaint sets forth a legal conclusion to which no response is required. To the extent that Paragraph 177 of the Complaint sets forth factual allegations,

TPIGMA denies each and every allegation and denies that Plaintiff is entitled to any damages.

178. Paragraph 178 of the Complaint sets forth a legal conclusion to which no response is required. To the extent that Paragraph 178 of the Complaint sets forth factual allegations, TPIGMA denies each and every allegation.

SIXTH CAUSE OF ACTION
Retaliation in Violation of NYCHRL
(Against All Defendants)

179. TPIGMA incorporates the responses made to Paragraphs 1 through 178 of the Complaint as if fully set forth herein.

180. Paragraph 180 of the Complaint sets forth a legal conclusion to which no response is required. To the extent that Paragraph 180 of the Complaint sets forth factual allegations, TPIGMA denies each and every allegation.

181. Paragraph 181 of the Complaint sets forth a legal conclusion to which no response is required. To the extent that Paragraph 181 of the Complaint sets forth factual allegations, TPIGMA denies each and every allegation.

182. Paragraph 182 of the Complaint sets forth a legal conclusion to which no response is required. To the extent that Paragraph 182 of the Complaint sets forth factual allegations, TPIGMA denies each and every allegation.

183. Paragraph 183 of the Complaint sets forth a legal conclusion to which no response is required. To the extent that Paragraph 183 of the Complaint sets forth factual allegations, TPIGMA denies each and every allegation and denies that Plaintiff is entitled to any damages.

184. Paragraph 184 of the Complaint sets forth a legal conclusion to which no response is required. To the extent that Paragraph 184 of the Complaint sets forth factual allegations, TPIGMA denies each and every allegation.

SEVENTH CAUSE OF ACTION

**Aiding and Abetting Discrimination in Violation of NYSHRL and NYCHRL
(Against All Defendants)**

185. TPIGMA incorporates the responses made to Paragraphs 1 through 184 of the Complaint as if fully set forth herein.

186. Paragraph 186 of the Complaint sets forth a legal conclusion to which no response is required. To the extent that Paragraph 186 of the Complaint sets forth factual allegations, TPIGMA denies each and every allegation.

187. Paragraph 187 of the Complaint sets forth a legal conclusion to which no response is required. To the extent that Paragraph 187 of the Complaint sets forth factual allegations, TPIGMA denies each and every allegation.

188. Paragraph 188 of the Complaint sets forth a legal conclusion to which no response is required. To the extent that Paragraph 188 of the Complaint sets forth factual allegations, TPIGMA denies each and every allegation and denies that Plaintiff is entitled to any damages.

189. Paragraph 189 of the Complaint sets forth a legal conclusion to which no response is required. To the extent that Paragraph 189 of the Complaint sets forth factual allegations, TPIGMA denies each and every allegation and denies that Plaintiff is entitled to any damages.

EIGHTH CAUSE OF ACTION

**Negligent Retention and Supervision
(Against Citi Defendants)**

190. TPIGMA incorporates the responses made to Paragraphs 1 through 189 of the Complaint as if fully set forth herein.

191. TPIGMA denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 191 of the Complaint.

192. TPIGMA denies knowledge or information sufficient to form a belief as to the truth

of the allegations set forth in Paragraph 192 of the Complaint.

193. Paragraph 193 of the Complaint sets forth a legal conclusion to which no response is required.

194. Paragraph 194 of the Complaint sets forth a legal conclusion to which no response is required.

195. Paragraph 195 of the Complaint sets forth a legal conclusion to which no response is required. To the extent that Paragraph 195 of the Complaint contains factual allegations, TPIGMA denies knowledge or information sufficient to form a belief as to the truth of those allegations.

196. Paragraph 196 of the Complaint sets forth a legal conclusion to which no response is required. To the extent that Paragraph 196 of the Complaint contains factual allegations, TPIGMA denies knowledge or information sufficient to form a belief as to the truth of those allegations.

197. Paragraph 197 of the Complaint sets forth a legal conclusion to which no response is required. To the extent that Paragraph 197 of the Complaint contains factual allegations, TPIGMA denies knowledge or information sufficient to form a belief as to the truth of those allegations except denies that Plaintiff is entitled to any damages.

PRAYER FOR RELIEF

TPIGMA denies each and every allegation set forth in the PRAYER FOR RELIEF clause of the SAC and denies that Plaintiff is entitled to any relief.

JURY DEMAND

TPIGMA objects to a trial by jury on any equitable claims or any claim as to which Plaintiff is not entitled to a jury as a matter of law.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

The Complaint fails to state a claim upon which relief may be granted or upon which the damages sought may be awarded.

SECOND AFFIRMATIVE

The claims are barred, in whole or in part, by the equitable doctrine of laches.

THIRD AFFIRMATIVE DEFENSE

The claims are barred, in whole or in part, by the equitable doctrine of waiver.

FOURTH AFFIRMATIVE DEFENSE

The claims are barred, in whole or in part, by the equitable doctrine of estoppel.

FIFTH AFFIRMATIVE DEFENSE

The claims are barred, in whole or in part, by the equitable doctrine of unclean hands.

SIXTH AFFIRMATIVE DEFENSE

The claims are barred, in whole or in part, because at no time did TPIGMA act in a willful, wanton, reckless and/or malicious manner.

SEVENTH AFFIRMATIVE DEFENSE

The claims are barred, in whole or in part, by the applicable statute of limitations.

EIGHTH AFFIRMATIVE DEFENSE

The claims are barred, in whole or in part, because Plaintiff has failed to mitigate any alleged damages.

NINTH AFFIRMATIVE DEFENSE

Plaintiff is not entitled to any of the relief sought in the Complaint.

TENTH AFFIRMATIVE DEFENSE

Plaintiff has failed to state facts sufficient to constitute claims for statutory penalties because TPIGMA acted, at all times, in good faith and had reasonable grounds for believing its conduct complied with applicable laws and regulations.

ELEVENTH AFFIRMATIVE DEFENSE

Plaintiff's own culpable conduct and/or failure to mitigate contributed to any damages allegedly incurred by her as a result of TPIGMA's alleged actions.

TWELFTH AFFIRMATIVE DEFENSE

Plaintiff's claimed damages were caused by her own acts or omissions or the acts or omissions of third parties over whom TPIGMA had no control and for whose actions TPIGMA had no responsibility.

THIRTEENTH AFFIRMATIVE DEFENSE

TPIGMA did not engage in an unlawful discriminatory practice with respect to Plaintiff insofar as TPIGMA did not discriminate against Plaintiff with regard to hiring, compensation, discharge, or the terms, conditions or privileges of employment.

FOURTEENTH AFFIRMATIVE DEFENSE

All personnel actions by TPIGMA with respect to Plaintiff were lawful and made in good faith compliance with applicable provisions of law, rules and regulations, and all personnel actions by TPIGMA with respect to Plaintiff were taken for legitimate, non-discriminatory, and non-prohibited reasons.

FIFTEENTH AFFIRMATIVE DEFENSE

TPIGMA exercised reasonable care to prevent and correct any alleged harassment and Plaintiff unreasonably failed to make use of any preventive and corrective mechanisms provided by TPIGMA or to otherwise avoid harm.

SIXTEENTH AFFIRMATIVE DEFENSE

The Complaint fails to allege facts sufficient to support an award of punitive damages.

SEVENTEENTH AFFIRMATIVE DEFENSE

Plaintiff failed to exhaust her administrative remedies or comply with administrative requirements applicable to her claims.

EIGHTEENTH AFFIRMATIVE DEFENSE

Plaintiff is not entitled to recover the relief she demands, including, but not limited to, attorneys' fees and costs.

NINETEENTH AFFIRMATIVE DEFENSE

TPIGMA neither aided nor abetted retaliatory or discriminatory practices.

TWENTIETH AFFIRMATIVE DEFENSE

Plaintiff did not suffer an adverse employment action.

TWENTY-FIRST AFFIRMATIVE DEFENSE

Plaintiff has incurred no damages as a result of TPIGMA's alleged conduct because, among other things, she voluntarily remained out of work on a paid leave of absence between February 22, 2024 and September 30, 2024 and voluntarily withdrew from the workforce to attend law school in or around August 2024.

RESERVATION OF RIGHTS

TPIGMA reserves its right to add, amend and/or supplement this Answer to assert those defenses which it deems necessary to its defense during or upon the conclusion of investigation and discovery.

WHEREFORE, TPIGMA seeks judgment against Plaintiff:

- (a) Denying all relief sought by Plaintiff and dismissing the Complaint in its entirety,

with prejudice;

- (b) Awarding TPIGMA its costs and disbursements associated with this action, including reasonable attorneys' fees, to the maximum extent allowed by law; and
- (c) Granting TPIGMA such other and further relief as this Court deems just and proper.

Dated: New York, New York
October 3, 2024

Respectfully submitted,

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

By: s/ Jonathan Stoler

Jonathan Stoler

Lindsay C. Stone

30 Rockefeller Plaza

New York, New York 10112

Tel.: (212) 653-8700

Fax: (212) 653-8701

jstoler@sheppardmullin.com

lstone@sheppardmullin.com

*Attorneys for Defendants TP ICAP Global Markets
Americas LLC (f/k/a ICAP Corporates LLC), TP ICAP
Group plc, TP ICAP Broking Limited, and TP ICAP
Markets Limited*