

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

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|------------------------------------|---|
| -----                              | X |
| ALEXANDRA BONACARTI,               | : |
|                                    | : |
| Plaintiff,                         | : |
|                                    | : |
| -against-                          | : |
|                                    | : |
| NEW YORK COUNTY DEFENDER SERVICES, | : |
| INC., STANISLAO GERMÁN, and        | : |
| CHRISTOPHER BOYLE,                 | : |
|                                    | : |
| Defendants.                        | : |
| -----                              | X |

**DEFENDANTS’ ANSWER AND DEFENSES TO THE AMENDED COMPLAINT**

Defendants New York County Defender Services, Inc. (“NYCDS”), Stanislaó Germán (“Germán”), and Christopher Boyle (“Boyle”) (collectively, “Defendants”), by and through their attorneys, Ogletree, Deakins, Nash, Smoak & Stewart, P.C., answer the Amended Complaint filed by Alexandra Bonacarti (“Bonacarti” or “Plaintiff”) as follows:

**“PRELIMINARY STATEMENT”**

1. The allegations contained in paragraph 1 of the Amended Complaint assert introductory material to which no answer is required. To the extent that an answer to paragraph 1 of the Amended Complaint is required, Defendants deny the allegations, except admits that Plaintiff purports to assert claims under the New York City Human Rights Law (the “NYCHRL”), Administrative Code of City of New York §§ 8-101 *et seq.*, as well as common law claims. Defendants further deny that Plaintiff is entitled to any relief sought in the Amended Complaint, or to any other relief.

**“JURISDICTION AND VENUE”**

2. The allegations contained in paragraph 2 of the Amended Complaint assert conclusions of law as to which no answer is required. To the extent that an answer to paragraph

2 of the Amended Complaint is required, Defendants deny the allegations, except admit that jurisdiction is proper in this Court.

3. The allegations contained in paragraph 3 of the Amended Complaint assert conclusions of law as to which no answer is required. To the extent that an answer to paragraph 3 of the Amended Complaint is required, Defendants deny the allegations, except admit that venue is proper in this Court.

4. The allegations contained in paragraph 4 of the Amended Complaint assert conclusions of law as to which no answer is required. To the extent that an answer to paragraph 4 of the Amended Complaint is required, Defendants deny the allegations, except admit that Plaintiff purports that her damages exceed the monetary jurisdiction of all Courts below this Court. Defendants further deny that Plaintiff is entitled to any relief sought in the Amended Complaint, or to any other relief.

5. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 5 of the Amended Complaint, and therefore deny such allegations.

**“PARTIES”**

6. Defendants deny the allegations contained in paragraph 6 of the Amended Complaint, except admit that, based upon information supplied by Plaintiff, Plaintiff resides in Brooklyn, New York, and Defendants further admit that NYCDS employed Plaintiff from 1998 to present.

7. Defendants admit the allegations contained in the first and second sentences of paragraph 7 of the Amended Complaint. The allegations contained in third sentence of paragraph 7 of the Amended Complaint assert conclusions of law as to which no answer is

required. To the extent that an answer to third sentence of paragraph 7 of the Amended Complaint is required, Defendants refer to the NYCHRL for the true meaning of the term “employer.”

8. Defendants admit the allegations contained in the first sentence of paragraph 8 of the Amended Complaint. The allegations contained in second sentence in paragraph 8 of the Amended Complaint assert conclusions of law as to which no answer is required. To the extent that an answer to the second sentence of paragraph 8 of the Amended Complaint is required, Defendants refer to the NYCHRL for the true meaning of the term “employer.”

9. Defendants deny the allegations contained in paragraph 9 of the Amended Complaint, except admit that NYCDS employed Boyle from 1998 to present.

**“FACTUAL ALLEGATIONS”**

10. Defendants deny the allegations contained in paragraph 10 of the Amended Complaint, except admit that NYCDS maintains a Personnel Manual and that such document speaks for itself.

11. Defendants deny the allegations contained in paragraph 11 of the Amended Complaint, except admit that NYCDS maintains a Personnel Manual and that such document speaks for itself.

12. Defendants deny the allegations contained in paragraph 12 of the Amended Complaint, except admit that NYCDS maintains a Personnel Manual and that such document speaks for itself.

**“Boyle’s Longstanding Sexual Harassment of Bonacarti”**

13. Defendants admit the allegations contained in paragraph 13 of the Amended Complaint.

14. Defendants admit the allegations contained in the first sentence of paragraph 14 of the Amended Complaint. Defendants deny the allegations contained in the second sentence of paragraph 14 of the Amended Complaint.

15. Defendants admit the allegations contained in paragraph 15 of the Amended Complaint.

16. Defendants deny the allegations contained in paragraph 16 of the Amended Complaint.

17. Defendants deny the allegations contained in paragraph 17 of the Amended Complaint.

18. Defendants deny the allegations contained in paragraph 18 of the Amended Complaint.

19. Defendants deny the allegations contained in paragraph 19 of the Amended Complaint. Defendants aver that, between 2004 and October 2006, during which time Boyle was separated from his wife, Bonacarti and Boyle occasionally dated outside of work. Defendants further aver that, during this time period, Bonacarti provided Boyle with her personal email and telephone number, that Bonacarti and Boyle went to the beach, movies, and dinner together, that they spent Bonacarti's July 2006 birthday together, that they went to water therapy for Bonacarti's dog, and that Bonacarti invited Boyle to her apartment on multiple occasions. Defendants further aver that, in October 2006, Boyle ceased socializing with Bonacarti and reconciled with his wife.

20. Defendants deny the allegations contained in paragraph 20 of the Amended Complaint.

21. Defendants deny the allegations contained in paragraph 21 of the Amended Complaint, except admit that, beginning in October 2006, Bonacarti and Boyle avoided interacting one another.

22. Defendants deny the allegations contained in paragraph 22 of the Amended Complaint, except admit that, beginning in October 2006, Bonacarti and Boyle avoided interacting one another.

23. Defendants deny the allegations contained in paragraph 23 of the Amended Complaint. Defendants aver that Boyle learned from co-workers that Bonacarti expressed her dislike for Boyle.

**“Bonacarti’s Warnings about Boyle Further Harassing Her”**

24. Defendants deny the allegations contained in paragraph 24 of the Amended Complaint, except admit that, in or around September 2015, NYCDS promoted Boyle and two other employees to Supervising Attorney, and that Boyle began to supervise Bonacarti’s officemate Anton Robinson (“Robinson”). Defendants aver that NYCDS placed Robinson under Boyle’s supervision because they had a good working relationship and had been working together on an upcoming trial. Defendants further aver that Robinson and Bonacarti shared an office, and that Boyle entered Robinson and Bonacarti’s office on approximately three occasions over a 30-month period to speak to Robinson about work-related matters. Defendants further aver that, on one such occasion, Boyle entered Robinson and Bonacarti’s office, that Bonacarti berated Boyle, and that thereafter Boyle ceased to enter Bonacarti and Robinson’s office and instead had Robinson come to Boyle’s office when they needed to speak about work-related matters.

25. Defendants deny the allegations contained in paragraph 25 of the Amended Complaint, except admit that, after Boyle's promotion, Bonacarti spoke to Germán and requested that Germán reassign Robinson to a different supervisor so that Boyle would not visit her shared office. Defendants aver that Germán responded that he knew that Bonacarti and Boyle did not speak or interact in over a decade, but had nevertheless co-existed for approximately ten years prior to German's appointment as NYCDS's Executive Director in May 2015, and that he expected them to continue to do so.

26. Defendants deny the allegations contained in paragraph 26 of the Amended Complaint, except admit that, after consulting with other NYCDS supervisors, Germán did not reassign Robinson to a different supervisor.

27. Defendants deny the allegations contained in paragraph 27 of the Amended Complaint.

28. Defendants deny the allegations contained in paragraph 28 of the Amended Complaint. Defendants aver that Boyle had no role or authority in determining office location. Defendants further aver that NYCDS informed Boyle that he would be getting a single office as a supervisor, that Boyle expressed a desire to remain in his two-person office with his officemate of 15 years, and that NYCDS informed Boyle that, as a supervisor, he would have to be in a single-person office as a matter of Company policy. Defendants further aver that Boyle never requested to be in an office next to Bonacarti, and that any representations made by Neal Allen ("Allen") or the "female supervisor" identified in paragraph 28 of the Amended Complaint are untrue.

29. Defendants deny the allegations contained in paragraph 29 of the Amended Complaint, except admit that, as she alleges in such paragraph, Bonacarti acted in a "disturbed"

manner toward Boyle. Defendants aver that Boyle attempted to avoid any interaction with Bonacarti.

**“The June 2016 Performance Evaluation”**

30. Defendants deny the allegations contained in paragraph 30 of the Amended Complaint, except admit that, in or around June 2016, Germán met with Bonacarti to review her performance evaluation. Defendants aver that Germán met with Bonacarti because he was concerned about the issues described in her performance evaluation, and that such issues were based upon Germán’s personal observations, as well as complaints and feedback from co-workers, court personnel, judges, and others, that Bonacarti exhibited inappropriate and unprofessional behavior. Defendants further aver that, during the first year of Germán’s tenure as NYCDS’s Executive Director, Bonacarti was the only staff attorney about whom Germán was made aware that court personnel had complained. Defendants further aver that Germán met with Bonacarti to discuss her performance evaluation, that Germán informed Bonacarti that he had known her for 20 years and was concerned about her behavior, that Germán informed Bonacarti that perhaps she was “burnt out,” that Germán stated he was aware about Bonacarti’s concerns about her ill father, and that Germán offered Bonacarti a three-month paid leave so that she could deal with her personal matters and hit the “reset” button in the hope that her inappropriate and unprofessional work behavior would be a thing of the past. Defendants further aver that Bonacarti responded by abruptly standing up and stating that Germán was attempting to “get rid” of her, which was neither Germán’s stated nor actual intent.

31. Defendants deny the allegations contained in paragraph 31 of the Amended Complaint, except admit that Germán was aware that Boyle and Bonacarti had socialized approximately ten years prior to his appointment as Executive Director, that Germán told

Bonacarti that she and Boyle had managed to co-exist as professionals for approximately ten years prior to Boyle's promotion to supervisor, and that Germán expected that to continue. Defendants aver that Germán also explained that Boyle had recused himself in his capacity as a supervisor from any commentary on Bonacarti's performance evaluation, which Bonacarti dismissed by stating, "Yeah right."

32. Defendants deny the allegations contained in paragraph 32 of the Amended Complaint.

33. Defendants deny the allegations contained in paragraph 33 of the Amended Complaint, except admit that Bonacarti's performance evaluation speaks for itself. Defendants aver that Bonacarti's performance evaluation reflected input and feedback from NYCDS's entire supervisory staff, excluding Boyle who had recused himself, as well as complaints and feedback from co-workers, court personnel, judges, and others.

34. Defendants deny the allegations contained in paragraph 34 of the Amended Complaint.

35. Defendants deny the allegations contained in paragraph 35 of the Amended Complaint. Defendants aver that Bonacarti's performance evaluation reflected input and feedback from NYCDS's entire supervisory staff, excluding Boyle who had recused himself, as well as complaints and feedback from co-workers, court personnel, judges, and others.

36. Defendants deny the allegations contained in paragraph 36 of the Amended Complaint, except admit that Bonacarti's performance evaluation speaks for itself. Defendants aver that Bonacarti's performance evaluation reflected input and feedback from NYCDS's entire supervisory staff, excluding Boyle who had recused himself, as well as complaints and feedback from co-workers, court personnel, judges, and others. Defendants further aver that some



NYCDS staff members expressed that they were intimidated by Bonacarti's behavior, which included profanity-laced tirades, insensitive and inappropriate statements, and slamming of office doors, among other actions and conduct.

37. Defendants deny the allegations contained in paragraph 37 of the Amended Complaint. Defendants aver that Bonacarti's performance evaluation reflected input and feedback from NYCDS's entire supervisory staff, excluding Boyle who had recused himself, as well as complaints and feedback from co-workers, court personnel, judges, and others. Defendants further aver that, throughout Bonacarti's employment with NYCDS, numerous NYCDS employees complained about her inappropriate and offensive conduct in the office.

38. Defendants deny the allegations contained in paragraph 39 of the Amended Complaint, except deny knowledge or information sufficient to form a belief as to the truth of how Bonacarti obtained the court transcripts. Defendants aver that NYCDS's management was made aware of court personnel's complaints and concerns about Bonacarti's work performance. Defendants further aver that Bonacarti's conduct included an arraignment judge who summoned a supervisor to "the bench," and that the judge described Bonacarti's demeanor in court that day as "out of control" and warned that the judge would not continue to allow Bonacarti to "disrespect" her. Defendants further aver that Bonacarti's conduct included another incident where Bonacarti was in the office and yelled into the phone at a court attorney who was inquiring why Bonacarti had not appeared in court at the time certain set by the judge, that the court attorney put the judge on the phone who personally spoke with Bonacarti and ordered her to appear in the courtroom "forthwith," that the judge subsequently spoke to a NYCDS supervisor and ordered that Bonacarti appear in his courtroom "forthwith," and that the judge ordered NYCDS's Director Carolyn Wilson ("Wilson") to appear as well.

39. Defendants deny the allegations contained in paragraph 39 of the Amended Complaint. Defendants aver that Bonacarti's raise was similar to her co-workers, and that Bonacarti spent the next year demanding that her 2016 performance evaluation be "re-written" to remove the critical language about her behavior in court and in the office.

40. Defendants deny the allegations contained in paragraph 40 of the Amended Complaint.

**"Failure to Heed Additional Warnings about Boyle"**

41. Defendants deny the allegations contained in the first sentence of paragraph 41 of the Amended Complaint, except admit that, on or about October 12, 2016, Boyle entered Bonacarti and Robinson's office to drop off Robinson's phone because Robinson had forgotten it in Boyle's office. Defendants deny the allegations contained in the second sentence of paragraph 41 of the Amended Complaint, except admit that Bonacarti's email speaks for itself.

42. Defendants deny the allegations contained in paragraph 42 of the Amended Complaint. Defendants aver that Bonacarti acted with extreme negativity toward Boyle and that, as a result, he avoided interacting with her or being in her presence.

43. Defendants deny the allegations contained in paragraph 43 of the Amended Complaint.

44. Defendants deny the allegations contained in paragraph 44 of the Amended Complaint, except admit that Germán expressed to Allen that Bonacarti should accept that Boyle was a supervisor and that, as such, he had certain responsibilities that included case coverage which may, on occasion, require that Boyle ask Bonacarti to cover a case. Defendants aver that Allen acknowledged this reality to Germán and stated, "I understand but you know how Alex can be."

45. Defendants deny the allegations contained in paragraph 45 of the Amended Complaint. Defendants aver that Bonacarti acted with extreme negativity toward Boyle and that, as a result, he avoided interacting with her or being in her presence.

**“The May 10, 2017, Incident”**

46. Defendants deny the allegations contained in paragraph 46 of the Amended Complaint.

47. Defendants deny the allegations contained in paragraph 47 of the Amended Complaint. Defendants aver that, on or about May 10, 2017, Boyle went to the Arraignment Part to give a case file to an attorney and he discussed a case with other attorneys, which was a common practice when NYCDS worked a primary arraignment shift at 100 Centre Street, and that Boyle was not aware that Bonacarti would be in the Arraignments Part that day.

48. Defendants deny the allegations contained in paragraph 48 of the Amended Complaint. Defendants aver that, when Boyle entered the courtroom, two other NYCDS staff members were in the courtroom.

49. Defendants deny the allegations contained in paragraph 49 of the Amended Complaint

50. Defendants deny the allegations contained in paragraph 50 of the Amended Complaint, except admit that Bonacarti is approximately 5’6” and Boyle is approximately 6’4”. Defendants aver that, when Boyle approached a co-worker in NYCDS’s workspace to discuss a case, Bonacarti approached Boyle and began to berate him by saying, “You need to leave” and “You’re not here on business.” Defendants further aver that Boyle was having a work-related conversation when, unprovoked, Bonacarti became increasingly upset and verbally accosted him. Defendants further aver that Boyle was fearful that Bonacarti would strike him, and that

Bonacarti's outburst took place in front of other NYCDS employees as well as court personnel. Defendants further aver that an NYCDS employee who witnessed Bonacarti's outburst contacted NYCDS's management to express concern about Bonacarti's behavior in the courtroom.

51. Defendants deny the allegations contained in paragraph 51 of the Amended Complaint.

52. Defendants deny the allegations contained in paragraph 52 of the Amended Complaint, except admit that, after Bonacarti berated Boyle while court was in session, Boyle stated "enough" in a loud whisper. Defendants further aver that Bonacarti walked away laughing and exited the courtroom.

53. Defendants deny the allegations contained in paragraph 53 of the Amended Complaint, except admit that Bonacarti called Wilson to complain that Boyle was in the courtroom. Defendants aver that Bonacarti told Wilson, "He's not my Dad. He can't be near me."

54. Defendants deny the allegations contained in paragraph 54 of the Amended Complaint, except admit that NYCDS's Personnel Manual speaks for itself.

55. Defendants deny the allegations contained in paragraph 55 of the Amended Complaint, except admit that Bonacarti screamed at Boyle that she was on the phone with Wilson, and Boyle responded, "Do what you have to do," because he did not want to engage with her. Defendants further aver that, immediately thereafter, an NYCDS employee observed Bonacarti in the hallway outside the courtroom where court personnel, client families, and other persons were present, and that Bonacarti was observed on a cell phone yelling at, upon information and belief, Wilson.

56. Defendants deny the allegations contained in paragraph 56 of the Amended Complaint, except admit that Bonacarti became visibly agitated.

**“NYCDS Sexual Harassment Officer’s Conclusion: Boyle Sexually Harassed Plaintiff”**

57. Defendants deny the allegations contained in paragraph 57 of the Amended Complaint, except admit that, on May 11 and 15, 2017, Bonacarti spoke with Natasha Lapiner-Giresi (“Lapiner-Giresi”).

58. Defendants deny the allegations contained in paragraph 58 of the Amended Complaint, except admit that, by email dated May 15, 2017, Lapiner-Giresi emailed Germán and Wilson a summary of Bonacarti’s complaint against Germán, that Lapiner-Giresi did not speak to any other witnesses or collect any other information before drawing any conclusions, and that such document speaks for itself.

59. The allegations contained in paragraph 59 of the Amended Complaint assert conclusions of law as to which no answer is required. To the extent that an answer to paragraph 59 of the Amended Complaint is required, Defendants refer to the case cited by Plaintiff for the true meaning thereof.

**“Defendants’ Retaliatory Suspension of Bonacarti”**

60. Defendants deny the allegations contained in paragraph 60 of the Amended Complaint, except admit that, on or about May 19, 2017, after Germán consulted with other NYCDS directors and supervisors, he met with Bonacarti and suspended her for three weeks due to her inappropriate outburst in court on May 10, 2017. Defendants aver that the suspension occurred after a continuing pattern of unprofessional conduct in both the office and courtroom, which included: (1) her performance evaluation in 2016, where Bonacarti was warned about her unprofessional behavior both in the courthouse and in the office; (2) a year in which Bonacarti

continued to berate other NYCDS employees including (i) a racially inappropriate remark to a young administrative staff member of NYCDS, (ii) a verbal tirade against two junior staff attorneys which was described by a third person as “Bonacarti lost her shit as usual,” such incident having been investigated and confirmed by Wilson who gave a verbal warning to Bonacarti, and (iii) numerous other reports from NYCDS employees who felt that Bonacarti’s conduct toward them was intimidating, hostile and inappropriate; and (3) Bonacarti pressuring junior administrative staff to falsify her arrival time at the office because she had been repeatedly warned about her frequent and late arrivals, which often occurred 90 to 120 minutes after the expected arrival time. Defendants further aver that NYCDS’s investigation into the May 10, 2017 incident concluded that multiple eyewitness accounts supported Boyle’s written complaint about Bonacarti’s unprovoked verbal tirade against him, and that Boyle was having an appropriate and work-related conversation with another attorney in the arraignment courtroom of 100 Centre Street.

61. Defendants deny the allegations contained in paragraph 61 of the Amended Complaint. Defendants aver that, in May 2015, NYCDS’s prior Executive Director described Bonacarti’s behavior in the office as unprofessional and that “she should be suspended.” Defendants further aver that, in addition to the issues described in the prior paragraph, Germán had several conversations with Bonacarti in May and June 2015 about her unprofessional conduct in the office, which included Bonacarti’s verbal tirade against NYCDS’s Human Resources Manager Wendy D’Amico (“D’Amico”), a complaint that she gave the “middle finger” to an NYCDS staff attorney, and slamming an office door in the face of an NYCDS staff attorney.

62. Defendants deny the allegations contained in paragraph 62 of the Amended Complaint. Defendants aver that Human Resources personnel, Bonacarti's supervisor Allen, and others who were apprised of the nature of the upcoming meeting stated, in sum and substance, that Bonacarti "would go crazy" during the meeting and that she would create a scene and walk out. Defendants further aver that Allen refused to be present for the meeting because, upon information and belief, he was confident that Bonacarti would engage in an unprofessional and disruptive manner and therefore he did not want to be present.

63. Defendants deny the allegations contained in paragraph 63 of the Amended Complaint, except admit that Germán read a prepared statement based on the conclusion of the investigation into the May 10, 2017 incident.

64. Defendants deny the allegations contained in paragraph 64 of the Amended Complaint. Defendants aver that, when Bonacarti was given an opportunity to give a statement to Wilson and NYCDS's Human Resources Manager Vanessa Tejero-Rodriguez ("Tejero-Rodriguez"), who conducted the investigation, Bonacarti engaged in a verbal tirade, which included cursing and yelling, and that Bonacarti refused to give a statement because she claimed she had already given one to Lapiner-Giresi and had nothing to add.

65. Defendants deny the allegations contained in paragraph 65 of the Amended Complaint.

66. Defendants deny the allegations contained in paragraph 66 of the Amended Complaint.

**"Prejudicing a Client's Interests to Punish Bonacarti"**

67. Defendants deny the allegations contained in paragraph 67 of the Amended Complaint.

68. Defendants deny the allegations contained in paragraph 68 of the Amended Complaint, except admit that, while Bonacarti was suspended, NYCDS adjourned the trial that Bonacarti was scheduled to handle, and that NYCDS declined to allow Bonacarti to come back from suspension early because management felt that her inappropriate behavior warranted the suspension. Defendants aver that “T.W.” did not experience any purported “sacrifice” because his case was not ready to be tried in June 2017. Defendants further aver that, after June 2017, Bonacarti has adjourned “T.W.’s” case on several occasions due to discovery and other delays, and that, to date, his case is still pending and has not been tried.

69. Defendants deny the allegations contained in paragraph 69 of the Amended Complaint, except admit that, while Bonacarti was suspended, NYCDS adjourned the trial that Bonacarti was scheduled to handle, and that NYCDS declined to allow Bonacarti to come back from suspension early because management felt that her inappropriate behavior warranted the suspension. Defendants aver that “T.W.” did not experience any purported “sacrifice” because his case was not ready to be tried in June 2017. Defendants further aver that, after June 2017, Bonacarti has adjourned “T.W.’s” case on several occasions due to discovery and other delays, and that, to date, his case is still pending and has not been tried.

70. Defendants deny the allegations contained in paragraph 70 of the Amended Complaint.

**“Defendants’ Belated, Sham Investigation”**

71. Defendants deny the allegations contained in paragraph 71 of the Amended Complaint. Defendants aver that Boyle avoided any interaction with Bonacarti.

72. Defendants deny the allegations contained in paragraph 72 of the Amended Complaint.



73. Defendants deny the allegations contained in paragraph 73 of the Amended Complaint. Defendants aver that the investigation into the May 10, 2017 incident was resolved within one week. Defendants further aver that NYCDS's investigation into Boyle and Bonacarti's complaints about one another was delayed by, among other factors, Bonacarti's delay in agreeing to be interviewed as well as scheduling interviews with persons who were no longer NYCDS employees. Defendants further aver that approximately 12 witnesses were interviewed as part of NYCDS's investigation into Boyle and Bonacarti's cross-complaints.

74. Defendants deny the allegations contained in paragraph 74 of the Amended Complaint. Defendants aver that NYCDS's investigation was fair, thorough, and impartial.

75. Defendants deny the allegations contained in paragraph 74 of the Amended Complaint. Defendants aver that Tejero-Rodriguez, NYCDS's Human Resources Manager, was selected to conduct the investigation because D'Amico had previously been berated by Bonacarti on numerous occasions, that D'Amico felt continually harassed by Bonacarti, and that D'Amico reported that Bonacarti's continuing hostility and unprofessional conduct toward D'Amico led her to conclude that she could not be impartial toward Bonacarti in conducting the investigation into Boyle and Bonacarti's cross-complaints.

76. Defendants deny the allegations contained in paragraph 76 of the Amended Complaint.

77. Defendants deny the allegations contained in paragraph 77 of the Amended Complaint.

78. Defendants deny the allegations contained in paragraph 78 of the Amended Complaint.

79. Defendants deny the allegations contained in paragraph 78 of the Amended Complaint, except admit that, on May 15, 2017, Lapiner-Giresi interviewed Bonacarti regarding Bonacarti's concerns arising from the May 10, 2017 incident. Defendants aver that Lapiner-Giresi did not speak to any other witnesses or collect any other information before drawing any conclusions.

80. Defendants deny the allegations contained in paragraph 80 of the Amended Complaint, except admit that, on July 26, 2017, Tejero-Rodriguez interviewed Bonacarti.

81. Defendants deny the allegations contained in paragraph 81 of the Amended Complaint, except admit that Bonacarti was told that the May 10, 2017 incident had been investigated and closed. Defendants aver that Bonacarti was advised that the July 26, 2017 interview was for her claim of sexual harassment dating back to 2007, and that Bonacarti stated during the interview that she never alleged "sexual harassment."

82. Defendants deny the allegations contained in paragraph 82 of the Amended Complaint.

83. Defendants deny the allegations contained in paragraph 83 of the Amended Complaint, except admit that Bonacarti was told that the May 10, 2017 incident had been investigated and closed. Defendants aver that Bonacarti was advised that the July 26, 2017 interview was for her claim of sexual harassment dating back to 2007, and that Bonacarti stated during the interview that she never alleged "sexual harassment."

84. Defendants deny the allegations contained in paragraph 84 of the Amended Complaint, except admit that, as part of her investigation, Tejero-Rodriguez did not interview the court officer on duty in the Arraignments Part on May 10, 2017

85. Defendants admit the allegations contained in paragraph 85 of the Amended Complaint.

86. Defendants deny the allegations contained in paragraph 86 of the Amended Complaint.

87. Defendants deny the allegations contained in paragraph 87 of the Amended Complaint.

88. Defendants deny the allegations contained in paragraph 88 of the Amended Complaint. Defendants aver that Boyle avoided interacting with Bonacarti.

89. Defendants deny the allegations contained in paragraph 89 of the Amended Complaint.

90. Defendants deny the allegations contained in paragraph 90 of the Amended Complaint.

**“Continuing Impact of Sexual Harassment and Retaliation”**

91. Defendants deny the allegations contained in paragraph 91 of the Amended Complaint. Defendants aver that Bonacarti’s bonus was similar to her co-workers.

92. Defendants deny the allegations contained in paragraph 92 of the Amended Complaint, except admit that, on or about October 5, 2017, Bonacarti received her annual review. Defendants aver that Bonacarti’s performance evaluation was delayed due to, among other reasons, scheduling conflicts, NYCDS’s office move, and Bonacarti’s trial schedule.

93. Defendants deny the allegations contained in paragraph 93 of the Amended Complaint, except admit that, on or about October 5, 2017, Bonacarti received her annual review. Defendants aver that Bonacarti first raised her potential lawsuit during the meeting, that Bonacarti was agitated and refused to sit down, and that Bonacarti informed her supervisor that

she was delayed coming to the meeting because she was working on a motion when, in fact, she was on her cell phone.

94. Defendants deny the allegations contained in paragraph 93 of the Amended Complaint, except admit that, on or about October 27, 2017, D'Amico and Tejero-Rodriguez met with Bonacarti to discuss an issue in the Arraignment Parts where two junior employees had become uncomfortable with Bonacarti's remarks about NYCDS, which D'Amico and Tejero-Rodriguez believed were unprofessional.

95. Defendants deny the allegations contained in paragraph 95 of the Amended Complaint.

96. The allegations contained in paragraph 96 of the Complaint assert conclusions of law as to which no answer is required. To the extent that an answer is required, Defendants deny the allegations.

97. Defendants deny the allegations contained in paragraph 97 of the Amended Complaint.

98. Defendants deny the allegations contained in paragraph 98 of the Amended Complaint. Defendants aver that D'Amico and Tejero-Rodriguez counseled Bonacarti because two junior employees had become uncomfortable with Bonacarti's remarks about NYCDS, which D'Amico and Tejero-Rodriguez believed were unprofessional.

99. Defendants deny the allegations contained in paragraph 99 of the Amended Complaint.

100. Defendants deny the allegations contained in paragraph 100 of the Amended Complaint.

**“FIRST CAUSE OF ACTION**  
**VIOLATION OF NEW YORK CITY HUMAN RIGHTS LAW**  
**SEXUAL HARASSMENT, SEX-BASED HARASSMENT AND SEX DISCRIMINATION:**  
**NYCDS AND GERMÁN”**

101. Defendants repeat and reallege their answers and responses to paragraphs 1 through 101 of the Amended Complaint as if set forth in full herein.

102. Defendants deny the allegations contained in paragraph 102 of the Amended Complaint.

103. Defendants deny the allegations contained in paragraph 103 of the Amended Complaint.

104. Defendants deny the allegations contained in paragraph 104 of the Amended Complaint.

105. Defendants deny the allegations contained in paragraph 105 of the Amended Complaint.

106. Defendants deny the allegations contained in paragraph 106 of the Amended Complaint.

107. Defendants deny the allegations contained in paragraph 107 of the Amended Complaint.

108. Defendants deny the allegations contained in paragraph 108 of the Amended Complaint. Defendants further deny that Plaintiff is entitled to any relief sought in the Amended Complaint, or to any other relief.

**“SECOND CAUSE OF ACTION**  
**VIOLATION OF NEW YORK CITY HUMAN RIGHTS LAW:**  
**BOYLE’S LIABILITY FOR SEXUAL AND SEX-BASED HARASSMENT”**

109. Defendants repeat and reallege their answers and responses to paragraphs 1 through 109 of the Amended Complaint as if set forth in full herein.

110. Defendants deny the allegations contained in paragraph 110 of the Amended Complaint.

111. Defendants deny the allegations contained in paragraph 111 of the Amended Complaint.

112. Defendants deny the allegations contained in paragraph 112 of the Amended Complaint.

113. Defendants deny the allegations contained in paragraph 113 of the Amended Complaint. Defendants further deny that Plaintiff is entitled to any relief sought in the Amended Complaint, or to any other relief.

**“THIRD CAUSE OF ACTION**  
**VIOLATION OF NEW YORK CITY HUMAN RIGHTS LAW**  
**RETALIATION: GERMÁN”**

114. Defendants repeat and reallege their answers and responses to paragraphs 1 through 114 of the Amended Complaint as if set forth in full herein.

115. Defendants deny the allegations contained in paragraph 115 of the Amended Complaint.

116. Defendants deny the allegations contained in paragraph 116 of the Amended Complaint.

117. Defendants deny the allegations contained in paragraph 117 of the Amended Complaint.

118. Defendants deny the allegations contained in paragraph 118 of the Amended Complaint.

119. Defendants deny the allegations contained in paragraph 119 of the Amended Complaint. Defendants further deny that Plaintiff is entitled to any relief sought in the Amended Complaint, or to any other relief.

**“FOURTH CAUSE OF ACTION**  
**INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS:**  
**ALL DEFENDANTS”**

120. Defendants repeat and reallege their answers and responses to paragraphs 1 through 120 of the Amended Complaint as if set forth in full herein.

121. Defendants deny the allegations contained in paragraph 121 of the Amended Complaint.

122. Defendants deny the allegations contained in paragraph 122 of the Amended Complaint.

123. Defendants deny the allegations contained in paragraph 123 of the Amended Complaint

124. Defendants deny the allegations contained in paragraph 124 of the Amended Complaint

125. Defendants deny the allegations contained in paragraph 125 of the Amended Complaint

126. Defendants deny the allegations contained in paragraph 126 of the Amended Complaint. Defendants further deny that Plaintiff is entitled to any relief sought in the Amended Complaint, or to any other relief.

**“FIFTH CAUSE OF ACTION**  
**NEGLIGENT TRAINING, SUPERVISION, AND RETENTION:**  
**NYCDS AND GERMÁN”**

127. Defendants repeat and reallege their answers and responses to paragraphs 1 through 127 of the Amended Complaint as if set forth in full herein.

128. Defendants deny the allegations contained in paragraph 128 of the Amended Complaint.

129. Defendants deny the allegations contained in paragraph 129 of the Amended Complaint.

130. Defendants deny the allegations contained in paragraph 130 of the Amended Complaint.

131. Defendants deny the allegations contained in paragraph 131 of the Amended Complaint.

**PRAYER FOR RELIEF**

Defendants deny that Plaintiff is entitled to any relief requested in the “WHEREFORE” clause on page 21 of the Amended Complaint, including paragraphs a through g, or to any other relief.

**DEMAND FOR TRIAL BY JURY**

Defendants admit that the Amended Complaint contains a jury demand.

**GENERAL DENIAL**

Defendants deny each and every allegation in the Amended Complaint not specifically admitted herein.

**AFFIRMATIVE AND OTHER DEFENSES**

At this time, Defendants assert the following affirmative and other defenses to the Amended Complaint.



**FIRST DEFENSE**

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

**SECOND DEFENSE**

Subject to proof through discovery, Plaintiff has failed in whole or in part to mitigate her purported damages.

**THIRD DEFENSE**

In the event that Plaintiff can demonstrate that her gender or alleged protected activity was a motivating factor in any alleged employment decision that she challenges, which is expressly denied, she is not entitled to money damages or other relief because Defendants would have taken the same action in the absence of any such impermissible factor.

**FOURTH DEFENSE**

Some or all of Plaintiff's claims are barred, in whole or in part, by the applicable statute of limitation(s).

**FIFTH DEFENSE**

To the extent applicable, Defendants are not liable to Plaintiff for any alleged discrimination or retaliation, which is expressly denied, because they exercised reasonable care to prevent such behavior and Plaintiff unreasonably failed to take advantage of the preventative and corrective opportunities provided by Defendants and otherwise failed to avoid harm.

**SIXTH DEFENSE**

Any employment decisions with respect to Plaintiff were based on reasonable factors other than her gender or any alleged protected activity.

**SEVENTH DEFENSE**

Subject to proof through discovery, Plaintiff's claims are barred in whole or in part by the doctrines of waiver and/or estoppel.

**EIGHTH DEFENSE**

Subject to proof through discovery, Plaintiff's claims are barred in whole or in part by the doctrine of unclean hands.

**NINTH DEFENSE**

Subject to proof through discovery, Plaintiff's claims are barred in whole or in part by the doctrine of after-acquired evidence.

**TENTH DEFENSE**

Defendants acted in good faith and without malice, willfulness, or evil intent.

**ELEVENTH DEFENSE**

Plaintiff cannot show that she was treated less well than other employees because of her gender or any alleged protected activity.

**TWELFTH DEFENSE**

To the extent that Plaintiff has suffered any damages or injuries, which is expressly denied, such damages or injuries were not caused by Defendants' actions or conduct.

**THIRTEENTH DEFENSE**

Plaintiff's own conduct caused, in whole or in part, whatever damages she purports to have suffered.

**FOURTEENTH DEFENSE**

To the extent applicable, all relevant factors should be considered in accordance with Administrative Code of New York City § 8-126(b).

**RESERVATION OF RIGHTS**

In addition to the foregoing defenses, Defendants reserve the right to assert any and all additional defenses as may arise during the course of this litigation.

**WHEREFORE**, Defendants request that the Court enter judgment dismissing the Amended Complaint in its entirety and with prejudice; grant to Defendants their costs and attorneys' fees; and grant to Defendants such other relief as the Court may deem just and proper.

Dated: New York, New York  
December 14, 2017

OGLETREE, DEAKINS, NASH,  
SMOAK & STEWART, P.C.

By /s/ Aaron Warshaw  
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*Attorneys for Defendants*

**CERTIFICATE OF SERVICE**

I hereby certify that on December 14, 2017, I caused to be served a true and correct copy of the Defendants' Answer and Defenses to the Amended Complaint by email and First Class Mail, on the following counsel of record:

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*Attorneys for Plaintiff*

/s Aaron Warshaw  
Aaron Warshaw

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