

Plaintiff Wendy Ramos (hereinafter “Plaintiff”) by and through her attorney Mark P. Carey, of Mark P. Carey, P.C., files this Complaint against the Defendant Noble Americas Corporation, (hereinafter “Defendant”). Plaintiff alleges as follows:

1. This is Plaintiff's complaint asserting claims for: (1) unlawful age discrimination (ADEA), (2) unlawful age discrimination (CFEPA), (3) gender discrimination (Title VII), (4) gender discrimination (CFEPA), (5) retaliation, (6) violation of the Equal Pay Act, (7) violation of FLSA, (8) failure to pay wages pursuant to C.G.S.A. §31-72, (9) breach of the covenant of good faith and fair dealing, (10) constructive discharge, and (11) intentional infliction of emotional distress.

2. Plaintiff is a resident of the State of Connecticut, having her principal residence at Weston, CT. Plaintiff is currently 46 years old.
3. Defendant maintains a corporate office located at Four Stamford Plaza, 7th Floor, 107 Elm Street, Stamford, Connecticut 06902.

4. This action is authorized and instituted pursuant to 29 U.S.C. § 621, et.seq., and pursuant to 28 U.S.C. Sec. 451, 1331 and 1343(3) and (4). This Court has supplemental jurisdiction pursuant to 28 U.S.C. § 1367.
5. All of the allegations made herein occurred within the territorial jurisdiction of the United States District Court for the District of Connecticut.

III. PROCEDURAL PREREQUISITES

6. On December 23, 2016, Plaintiff filed a “dual charge” of discrimination against Defendant with the Boston Area Office of the Equal Employment Opportunity Commission (EEOC) and the Connecticut Commission on Human Rights and Opportunities (CHRO). A copy of the dual charge was sent to the Defendant on the same date.
7. On April 25, 2017, Plaintiff received a Notice of Right to Sue letter from the EEOC regarding charge number 523-2017-00260. (Exhibit A).
8. On May 17, 2017, Plaintiff received a Release of Jurisdiction from the CHRO regarding complaint number 1720293. (Exhibit B).
9. All administrative prerequisites to the institution of this action have been satisfied.

IV. STATEMENT OF FACTS

UNEQUAL PAY

10. Plaintiff began working for Noble in January 1997. Plaintiff began working as the Executive admin/office manager to the President of Noble Americas, Vincent del Castillo, in the Stamford, CT office. Plaintiff worked her way up through various positions over the years; being promoted in 1998 to Clean Fuels Operations, and in 1999, Plaintiff was promoted to Operations Manager for the Americas-Noble Americas Corp.

In 2004, Plaintiff was promoted to VP Operations and US Chartering. Lastly, Plaintiff was promoted to her final position, of Global Director of Oil Liquids Chartering.

11. In 2006 Plaintiff's manager, Fabrizio Zichichi, Global Head of Clean Fuels, left Noble. Ted Robinson, a trader at Noble was then appointed as Head of Global Oil.
12. Plaintiff's annual salary in 2006 was \$150,000 plus annual bonus. When she transitioned to the role of Global Director of Oil Liquids Chartering, Mike Jurewicz, her direct report, was offered the role of Global Head of Operations. Plaintiff's understanding was that Mike was given a salary increase for his promotion. When Plaintiff hired Mike in 2006 in the role of Operations/Chartering manager, reporting directly to her, he was paid \$145,000 in salary annually plus bonus. Plaintiff was the Head of the entire operations and Chartering group, and she was only compensated approximately \$5k more in salary than Mike, her direct report. Mike had no direct reports and was far less experienced than Plaintiff. When Mike was promoted, he was given the title of Global Head and a substantial pay increase. When Plaintiff was promoted, she was given the title of Global Director (not Global Head, which is more prestigious) and was not given a pay increase. In comparison, Plaintiff was paid less than similarly situated employee, Mike Jurewicz and given a title that was considered junior ("Director") to Mike's more senior title of "Head." This was the beginning of her unequal pay in comparison to male employees. This pattern of receiving less comparable compensation than her male co-workers continued until her unlawful termination in 2017.
13. In 2009, Plaintiff proposed hiring a chartering manager in Houston to help on the increasing business. Allan Bendixen was hired to handle vegoil chartering. He was hired at the annual salary of \$215,000 plus bonus. He reported directly to Plaintiff. At that

time, in 2009, Plaintiff was making a salary of \$185,000. Plaintiff's newly hired direct report, made \$30,00 more in annual salary than she did.

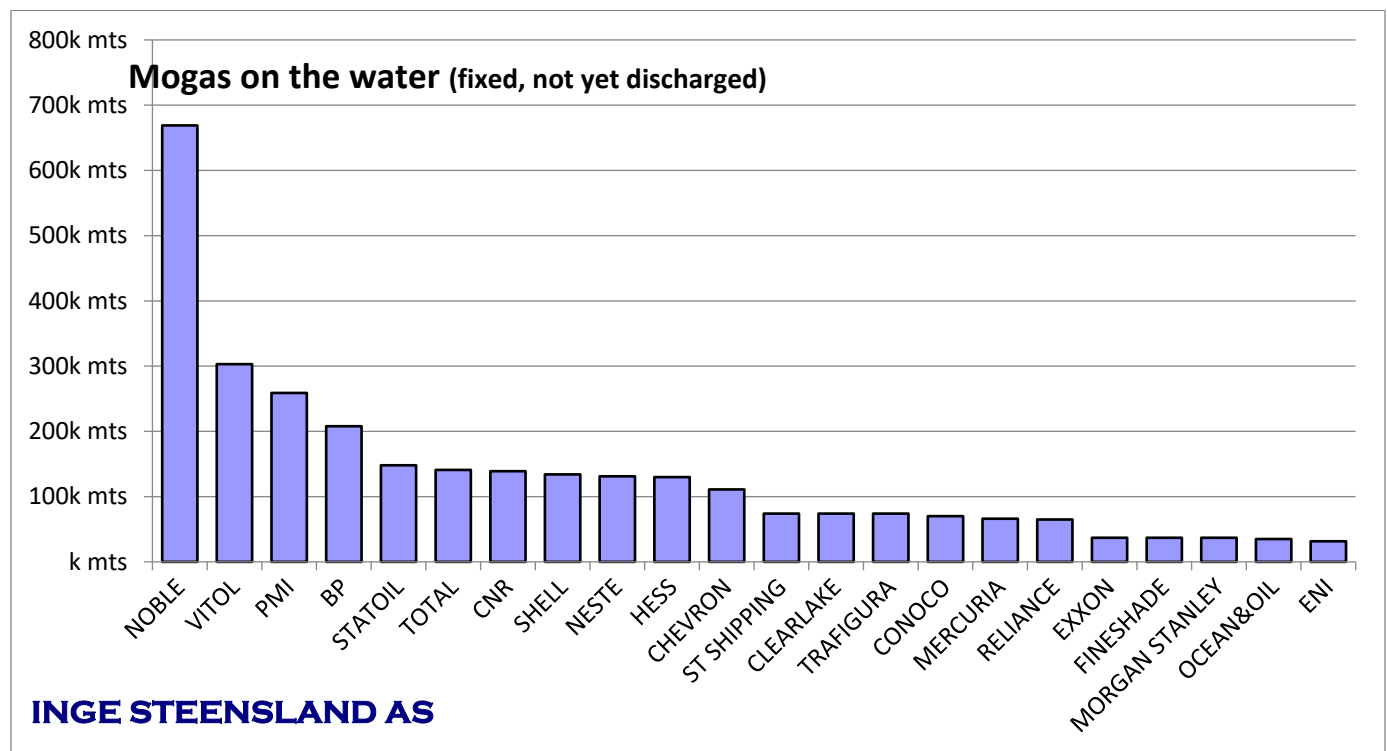
14. In 2008/2009, the CEO at the time, Ricardo Leiman, began hiring Oil Traders without consulting Ted Robinson, the Head of Oil Trading. Ricardo hired James McNichol who was given authority by Ricardo to hire a team of Oil Traders for the London office. James was hired as the Global Head of the Gasoline Desk, and reported to Ted Robinson. Plaintiff reported to Ted as well at the time. James was similarly situated to Plaintiff. James began to hire many Oil Traders for the London office. On information, and belief, he attracted new male traders offering them big sign on bonuses and long employment contracts. Plaintiff knows this because he told her this while in London and he said that he could hire at will.
15. James McNichol came to Noble from Trafigura where he had been accused of being the trader behind a deal that unlawfully disposed of oil waste slops in Nigeria that ultimately caused serious illness of multiple people who came in contact with the disposed slops. (documented in the London Guardian newspaper in 2005).
16. Plaintiff's first experience with James was during a "Team Building" meeting held in Barcelona Spain during October 9-11, 2009. Plaintiff was asked to attend and give a presentation relating to the Chartering desk. It was clear from the start of meeting that James had his own agenda for the Oil Group. The entire trading team at the time was in Barcelona where on the first night Plaintiff went to dinner with the group and then to an early night in. The next day during the Team Building presentations several men were missing. As they showed up in the afternoon hours of the day, the rumor was that the men were not present because they were hung over. As the day progressed, it was said

through conversations that these men were out all night at a strip club. After the event, James submitted the “expense” to Ted for reimbursement. Rumors were abundant that James submitted questionable expense reports that included strip clubs and questionable receipts under the premise of “Team building” for both internal and external clients on a regular basis to Noble for sign off.

17. On or about, 2009/2010, James wanted to hire someone in chartering for the London office. Since this hire should fall under Plaintiff’s execution as Head of Chartering, she provided candidates for James and the London traders to interview. They interviewed plenty of them but none met his approval. He asked Plaintiff to meet with Giacomo Calamari, his ex Chartering colleague from Trafigura, which she did. Plaintiff didn’t think Giacomo was a good fit for the Shipping desk, and this was not received well. However, unbeknownst to Plaintiff, James made an employment offer to Giacomo. James showed the contract to Ted who then became upset due to the excessive amount of compensation that James had offered to Giacomo. When Plaintiff asked Ted what the compensation was on the contract, her questions were left unanswered. At the time, Plaintiff was the Head of the Global Chartering Desk, but James went around her and tried to hire Giacomo in order to have “his guy” on the Shipping desk. Ultimately, Ted would not allow the hire because of the money offered, but he also wouldn’t tell Plaintiff how much James was willing to pay for a chartering manager. On information and belief, the amount of money offered to Giacomo was a very large sign on bonus and salary with guaranteed annual bonus. On information and belief, Giacomo was offered a salary and one year’s annual salary as a sign on bonus.

18. On or about, 2009/2010, James hired Andy Harrison and Ged Hill for trading Diesel who then hired Tim Reid to trade FFA (Freight paper futures) without Plaintiff's consent. Since this potential candidate would /should be connected to the Chartering team, Plaintiff should have been included, but she was not. The FFA trader reported to James.
19. On or about, 2009, on information and belief, James McNichol told the London operations manager, Zelda Harina, that she needed to convince the inspectors to lie about quality outcomes on cargoes. James wanted her to do this to make more money. She refused to urge the inspectors to lie and she ultimately quit because she would not do what he asked.
20. In, 2009 and 2010, Plaintiff brought in 2 charterers (Erik Augustsson and Vicki Oosthuizen), to manage the London Freight activities. James continuously attempted to show that Plaintiff wasn't good enough to be working with their group. James did this with back handed comments about Plaintiff to the other traders and to her London based chartering managers. Their boss, Ted Robinson, did nothing to discipline James for his behavior. James would constantly quiz Plaintiff on vessel specs, and make comments that they should have hired Giacomo. He always was condescending. Plaintiff did not like speaking to him and avoided it at all costs, because his goal was to try and make her look unqualified any chance he got. As time went on, Plaintiff's London based chartering colleagues recognized that James was creating a divide between the London and Stamford shipping Team. They saw the way James would encourage the other London traders to question Plaintiff's ability to charter ships. Plaintiff complained to Ted Robinson and Lou Santore on many occasions about James' hostile treatment. Ted

and Lou did nothing to stop James' hostile treatment of Plaintiff. Plaintiff complained that the abuse caused a hostile work environment and that James received favorable treatment compared to Plaintiff. Plaintiff's complaints were ignored. During this time at Noble, on information and belief, James proceeded to make questionable trading decisions that were losing the Oil desk millions of dollars. For example, he took on overpriced storage, taking on multiple time charterer ships for Gas and Diesel without consent from Ted. The spreadsheet below that shows that Noble at that time had taken approximately 670,000 MT for floating storage versus Vitol (the largest trader in the world) was 2nd with 300,000 MT than the total trading market.



Plaintiff sent this spreadsheet to Ted and asked him to do something about James' injurious actions. Not only was he hostile to her, now his behaviors were damaging to the company's bottom line. However, nothing was done. At the end, the unsold cargoes, and

empty storage finally caught up to the oil traders, and ultimately James and his team lost Noble well over 85 million dollars in the year he left Noble's employment. James was asked to leave Noble in November 2010.

21. In late 2009/early 2010, when Plaintiff hired Erik Augustsson for the London office, he was the Senior Chartering Manager directly reporting to her. He had a USD 150,000 lumpsum sign on bonus, and an annual salary of GBP 150,000 (in 2010, on average, 1.6 dollars was worth 1 GBP. Hence, Erik's salary in US dollars was approximately \$235,000). Plaintiff was his supervisor and her 2010 annual salary was \$200,000 salary. Erik was paid more than Plaintiff.
22. Erik started in 2009 as senior chartering manager with a salary of \$235,000. Plaintiff had been employed with Noble for 12 years and Plaintiff earned \$185,000. Erik had no direct reports. Erik was Plaintiff's direct report.
23. Allan Bendixen started in 2010 as senior chartering manager with a salary of \$225,000. Plaintiff had been employed with Noble for 13 years and she earned \$200,000. All had no direct reports. Allan was Plaintiff's direct report.
24. In March of 2010, when Vicki Oosthuizen was hired as Chartering Manager at \$125,000GBP (or approximately \$200,000 US dollars). Vicki had no direct reports and minimum experience and responsibilities compared to Plaintiff. Vicki reported directly to Plaintiff. Plaintiff's salary was \$200,000.
25. From 2014-2016, Plaintiff's salary remained \$258, 750.
26. By 2016, Vicki's salary was SGD 369,556 (approximately \$265,480.00 US dollars) annually plus bonus. In 2016, Plaintiff noticed Vicki no longer showed up under her direct reports in the HR internal system. When Plaintiff questioned it, no one in HR

would reply. On September 23, 2016, Moira Lynam, Head of Human Resources, Hard Commodities, confirmed to Plaintiff via email that Vicki now reported to the new Global Head of Distillate in Singapore. She was promoted to a position in Singapore without Plaintiff's knowledge. The reason for her promotion was, "The decision for Vicki to report directly to distillates was taken by the global business." Moira then asked via email to Bruce Cameron, Global Head of HR Energy & North America HR, to speak to Plaintiff about the change in reporting lines, however, he never responded. On information and belief, Vicki was promoted in early 2016 in preparation to replace Plaintiff.

27. In September 2010, Noble brought in Olav Refik, to become Head of the Global Oil Division to resolve the issues created by James. In the end, Noble via James, was accused of manipulating bills of lading in West Africa on Gasoline cargoes. This also made headline news. Ted was asked to "retire" and Olav fully took over the Oil Trading Platform Global Management. When Olav joined, he sent an email outlying the new structure of the Oil Team that would report to him. At first look, the perception of many who read it was that Plaintiff had been demoted. Plaintiff went to speak to him in his office about it, and he told Plaintiff not to worry about it. He then said he would be too busy to manage the Shipping Team, and he re-directed Plaintiff's direct reporting line to Lou Santore- Group Head of Group operations. Plaintiff was very upset about this change in management, since she had never heard of Commercial Chartering reporting to the Group Head of Operations.
28. On or about, 2010, David Tucker (a LPG Trader based in Stamford) hired Glenn Huniche as a FFA trader to be based in the Singapore office. On information and belief,

Glenn was hired for this FFA Trader position with a starting salary around USD \$200k. Plaintiff knows this because she asked David Tucker what they were paying Glenn, and he said, “\$200k it’s nothing, who cares.” Glenn reported to Olav and was Plaintiff’s equal. His salary mattered to Plaintiff because Olav and Plaintiff had discussed increasing her pay to make things fair. On or about, 2010, Plaintiff spoke to Olav when he joined to discuss the Team and strategy. Plaintiff told him that she thought she deserved a raise since Plaintiff, at the time, was working alone in the Stamford office managing the global shipping group and personally covering all Americas Freight requirements and MTBE/Ethanol requirements for the Fareast. Plaintiff spent many nights sleeping in a chair trying to work the Singapore market for the MTBE/inter-asia Ethanol Cargoes. Plaintiff had far more responsibilities and experience than Glenn, but only made \$210,000. Olav said that he would consider a pay increase and it would be addressed later. Plaintiff also complained that Erik, who worked for her, was making a lot more money than she was at the time, and she did not think that was fair. Plaintiff complained to Olav about her unequal pay.

29. During, 2010-2011, Olav and Plaintiff spoke numerous times about the pay gap. During one of their meetings where she raised the pay gap issue Olav said, “We don’t pay on longevity, we pay on productivity.” Plaintiff adamantly objected and said to him that she have been one of the most productive employees that Noble has had, that she works as hard today as she did on the day she started at Noble. Plaintiff complained that she was not being recognized for her accomplishments like other male employees and that she was still not being paid a fair salary like male employees. Olav immediately delegated Plaintiff to report to Lou Santore, Group operations manager. Her overall compensation,

has not changed since 2007, while other similarly situated male employees' compensation increased. The fixing volume and responsibility has continued to increase while the compensation has not varied much.

30. During, 2010, when Olav would go to Singapore he and Glenn would go and meet ship owners to discuss building a ship management pool. Plaintiff was rarely included in these discussions with Glenn until after the fact, if at all. This made no sense to her since building a physical shipping pool means including the physical shipping team who would manage it. Glenn was not a physical shipping Charterer, he had only fixed a couple of ships in his career. Glenn wanted to trade FFA's in Singapore and do the physical chartering, and this was his way to block Plaintiff out. It created a very divisive environment between the Shipping Team and Glenn. Glenn ultimately left in 2013, leaving his freight forward book in negative numbers.
31. Plaintiff was instrumental in putting together an arbitration claim against a ship owner that she worked on for 6 years. Plaintiff gathered all the documents and provided the numbers, docs, and strategy to the external lawyers. Plaintiff testified twice. Plaintiff tracked the ship in question for 6 years, waiting for the owners to bring the ship back to the States so Noble could arrest it and try to get them to pay Noble for damages. When Plaintiff saw the ship back in the states, 6 years later, she notified the lawyers, Noble was able to threaten arresting the ship, and finalize the arbitration and Noble won \$1.9 million. On August 2012, Plaintiff told Olav how hard she worked on that case, and he allocated the funds only to Andrea Valerio's biofuels P/L book.. Plaintiff told Olav and HR that she wanted them to remember that her hard work allowed them to ultimately win the case. Plaintiff was not remunerated or acknowledged for helping this case

succeed. There was no year end meeting discussion with Management and Plaintiff addressing what she had accomplished. Plaintiff sent out a year end email to Management addressing the Team accomplishments and her accomplishments, but she was given \$100k for a bonus in 2012, actually \$10k less than the prior year. Andrea Valerio's Profit /loss statement was given the benefit of the \$1.9million which would contribute to his overall P/L that year, which would be used to calculate his yearend bonus. On information and belief, Andrea was given a substantially greater bonus than Plaintiff. Andrea's bonus included additional compensation for the arbitration award. Plaintiff was not compensated for her work to finalize the arbitration award.

32. Over the years, and during the time Plaintiff had complained about her unfair compensation compared to other male employees, Plaintiff's management authority had been decreased. Plaintiff used to be involved in conversations on bonus discussions for year end for the operations and chartering team. The current HR Manager, Bruce Cameron was unresponsive. He did not read or reply to Plaintiff's emails, or return her phone calls.
33. For the past few years, Plaintiff was not even told what the bonuses were for the Shipping Team until they were issued. Or, if Plaintiff was given any notice, and she objected to the amount of the bonuses, she was completely ignored.
34. Plaintiff addressed the pay issue with every manager she has had at Noble and the raises and bonuses given were nominal at best. Over the years, Plaintiff never had a review from a manager. They arbitrarily ranked Plaintiff's performance with no rationale or reason.

35. In March 2015, Vicki Oosthuizen resigned after 2014 bonuses were issued because they were so terrible. Vicki reported to Plaintiff, and had given her resignation to Plaintiff. Bruce Cameron, and Jeff Frase agreed to give an additional bonus payment to Vicki to keep her on board. Vicki accepted the money and rescinded her resignation. Bruce didn't include Plaintiff in the conversation with Vicki regarding the additional bonus, and Plaintiff was very upset. Bruce left Plaintiff out of the conversation with Vicki, which was the start of Vicki stating to Plaintiff that she needed to go directly to someone else in management besides Plaintiff to get what she wanted. Plaintiff addressed Bruce Cameron in an email dated April 20, 2014 (Plaintiff was on vacation during the prior week, and while there, she called Bruce to say she expected Noble to make compensation right with Plaintiff as well). Bruce answered the phone, and said he would call Plaintiff back in an hour, and then never did. Jeff asked to meet with Plaintiff when she returned from her vacation on April 28 2015, and when Plaintiff tried to explain how upset she was, he said, "your email was angry, you need to take more vacation." Jeff agreed to give Plaintiff the same additional Bonus as Vicki, however, the payment to Plaintiff was not remitted to her for almost 6 months. Plaintiff had to ask Bruce on a weekly basis when payment would be made, which he did not reply. It was embarrassing and humiliating. Vicki reported to Plaintiff, and Plaintiff managed much more volume and had more responsibilities. This discussion was outlined in the April 20th email Plaintiff sent to Jeff.
36. Luigi Trigilio started in 2014, as Chartering Manager, working for the biofuels desk, with a sign on bonus of usd \$75,000 plus a salary of \$225,000. Luigi also has a profit sharing agreement in his contract that is paid over and above his annual discretionary

bonus. Luigi had 9 years of experience in the industry. Luigi had no direct reports. Plaintiff had been employed with Noble for 17 years and she earned \$258,750 in salary. In 2015, Luigi was given \$150,000 in bonus and a private payment of \$30,000 authorized by John Skrinar, head of the Biofuels Trading desk. Plaintiff's female direct report, Andrea Dixon, in Houston made \$100k less in bonus and is paid \$50k less in salary even though she is a more experienced charterer and handles more freight requirements than Luigi did in 2015. Noble paid their female employees less than similarly situated male employees. Luigi was Plaintiff's direct report.

37. In 2016, Plaintiff was paid substantially less than Ralph Torrance. Plaintiff and Ralph held similar management responsibilities and equally important positions with Defendant. Plaintiff was also a working Manager, expected to not only manage her Chartering Team globally, but also be actively engaged in multiple shipping markets, and working and fixing ships every day. Ralph Torrance manages people and the operational processes at Noble. He is not required to monitor or make market calls on any particular markets with Traders. Plaintiff has been a productive, instrumental part of the Clean Fuels /Oil platform for many years. Plaintiff's role and responsibilities are just as relevant as Ralph's.
38. If you look at other Global Heads across the Group that report to Jeff Frase, there was only one Global Head, Ralph Torrance, that did not have P/L related to a business. Ralph was the Global Head of Operations. Both Plaintiff and Ralph were responsible for managing employees and overseeing processes and protocols. Plaintiff and her direct reports, while paid directly by Noble, negotiated freight deals under the Noble owned and operated entities of Stampports Inc. and Stampports UK. Additionally,

Plaintiff was responsible for understanding and monitoring multiple shipping markets on a daily basis, providing market calls to Traders and providing market information in real time to the Global trading teams. Plaintiff was responsible for understanding when to get into and out of a market, and the technical vessel requirements for fixing a ship for a particular trade. Plaintiff provided multiple reports to Trading Teams on various shipping forward freight price projections for trade tenders, and long term contracts. Plaintiff was the main point of contact internally for the management of the Marine Vetting platform at Noble. Plaintiff was responsible for negotiating time charter freight rates and terms, while ensuring all time charters globally for LNG, Clean Petroleum Products, Crude, Panama Bunker program, and US FLAG barge time charter program ran smoothly while they were under Noble's contract under her tenure. Plaintiff and direct reports booked all chartering fixtures, under the entity of "Stampports" which was a Company created by Noble to provide an arm's length between Noble and its physical shipping requirements.

39. For each fixture booked, Stampports Inc. and Stampports Uk received 1.25% commission of the freight value. In 2015, under Plaintiff's leadership, Stampports Inc. and Stampports UK generated over \$6 million in P/L. The Stampports P/L monies were never part of compensation for Plaintiff. In fact, Plaintiff emailed Bruce Cameron asking why Noble was deducting salaries and many expenses from the Stampports Inc. P/L. Mr. Cameron never responded. It was never communicated to Plaintiff where the P/L from Stampports Global was being allocated. The only chartering person who had a "profit sharing agreement" was Plaintiff's direct report, Luigi Trigilio, as per his 2014 contract.

40. With regards to total Plaintiff's compensation in 2016, Plaintiff was making, in salary and bonus, approximately the same amount of compensation that she made (ten years earlier) in 2006. Her responsibilities, however, had increased and the volume of ships she had fixed has exponentially increased.
41. In the years leading up to Plaintiff's constructive discharge, Plaintiff had zero input from a management perspective and in regard to bonuses. Before, when Fabrizio, Ted, and Lou were at Noble, Plaintiff had some say about how to manage her team. However, after Plaintiff complained about her unfair wages, she suddenly no longer has actual authority over her direct reports.
42. On May 6, 2016, Plaintiff sent Bruce Cameron and Amy Balzarano, his assistant, an email addressing the pay gap that exists and no one replied. Exhibit C.
43. On or about, April 22, 2016, Plaintiff had a meeting with Phil Murname, new COO, when he moved to Stamford. He asked about her compensation. Plaintiff was very frank with him explaining the disparity between her pay, other male employees' pay and Vicki's pay. Plaintiff mentioned to him the payment made to Luigi without her knowledge. He acknowledged this was not right and said he would address it. He did nothing. After Plaintiff's meeting with him, she sent him the 2015 Shipping overview to show the increase in volumes for fixing, etc, and received no acknowledgement.

HOSTILE WORK ENVIRONMENT AND GENDER DISCRIMINATION

44. Plaintiff has been treated differently than similarly situated male employees. Plaintiff has been discriminated against because she is female. Plaintiff was the only manager and the only female given the title "Global Director," whereas her male peers were given the tile of "Global Heads" of their respective businesses.

45. From 2008-2010 Plaintiff was treated differently than James McNichol who was similarly situated and given differential treatment related to management decisions and pay.
46. From 2010-2013 Plaintiff was treated differently than Glenn Huniche who was similarly situated and given differential treatment related to management decisions and pay.
47. From 2010-2016 Plaintiff was treated differently than Erik Augustsson who was similarly situated and given differential treatment related to management decisions and pay.
48. In August 2012, Plaintiff was treated differently than Andrea Valerio who was similarly situated and given differential treatment related to bonus pay.
49. From 2014-2016 Plaintiff was treated differently than Luigi Trigilio who was similarly situated and given differential treatment related to management decisions, bonus pay and pay.
50. Noble has a work environment that is permeated with hostility. Plaintiff has put up with this hostile environment since 2008. This hostile work environment substantially interfered with her work and her life. However, out of loyalty to Noble, she suffered through the hostility. For example, in February 2014, plaintiff had her first meeting with her new boss, Jeff Frase, then Global Head of Oil. It was in his office on the trading floor. He asked Plaintiff if she was married. When she said yes, he launched into a long angry tirade about his ex wife and what she did to him prior and during their divorce. He was very specific laying out that she had a restraining order against him at one point and that he needed a driver to pick up his kids because he can't go near his ex-wife. He said the Ex had him drug tested weekly during the divorce process. He said she worked at

Goldman and in 1999 was making \$300,000 but he was furious that at the divorce proceedings she said she couldn't work anymore. He said "anybody with a vagina gets what they want!" He said it to Plaintiff 3 times. Plaintiff was shocked. But this was her new boss and she had to make it work. This was a hostile act. Jeff did not say such discriminatory statements to male employees. Plaintiff was treated differently than similarly situated male employees. Plaintiff was discriminated against because she is female.

51. In February 2014, at Plaintiff's next meeting with Jeff, she raised the issue of a pay increase because she thought it was only fair that she make the same salary as her direct report, Erik. His answer was "he's in London, you're here. It's more expensive in London". Plaintiff told him that she had discussed with Olav before he left and it was still to be addressed. He turned it around and said that he made less than his former colleague at his last company who was based in London and that's the way it is.
52. In 2014, Steve Hollerbach, Global Head of Gasoline, met with Steven Zogby, who was a charterer at ST Shipping (Glencore). Steven Zogby was fired from Glencore because of some ethics issues. Steven Z is in his mid-30s. Steve H, was introduced to Steven Z by Travis Dorsey, (age early 30's) a noble gasoline trader at the time in 2014. Steve H wanted to hire a charterer that was "really good" and "they" were discussing bringing Steven Z in as a Charterer to work in the Houston office because Steven Z had helped develop the Ecuador business at Glencore. Travis asked to meet with Plaintiff and asked if she would tell Steve H to hire Steve Z. It should have been Plaintiff's decision to hire someone on the shipping desk and Steve H should have asked her about it. Instead, he and Travis met with Steven Z privately to discuss potential hire. Plaintiff heard through

Travis that this was happening and asked Steven H about it. He asked Plaintiff what she thought of Steven Z, but ignored her response that he was not the right fit for Noble. Again, Noble went around Plaintiff and did not consult her. Instead, Steve H relied on the younger Travis, to decide who was the right fit to work for Plaintiff. On information and belief, Steve H believed that because Plaintiff was older, that her skills and contacts for recruiting were not as good as Travis. The right approach would have been to have Plaintiff at the meeting with Steven Zogby. On information and belief, Steven Z was aware that Noble was intentionally excluding Plaintiff from the hiring process. On information and belief, Steven Z questioned why Plaintiff, his potential boss and Head of the Shipping Desk was not included in the hiring process. Steve H then asked Andrea Dixon (age 38), Plaintiff's direct report for chartering in Houston, her opinion about hiring Steven Z. Andrea stated that said she would leave Noble if Steven Z was hired. Steve H was considering hiring him for a while, again even though I told Steve that Steven Zogby was not the right candidate, he continued to consider hiring him because Travis Dorsey said Steven Z was "good" at the Ecuador business. Plaintiff told him she knew all the shipping candidates locally, and she should be responsible for hiring her own team. Steven Z was not hired but continues to reach out to Steve H directly to keep things warm. When Andrea went out on Maternity leave on September 30, 2016, Plaintiff got a call from a few people saying that Steven Z said he had been hired to work at Noble as a Charterer. When Steve H was in Stamford in October 11, 2016, Plaintiff asked him if Steve Z had been hired as a Charterer in Houston for Noble, and he mentioned to Plaintiff that Steven Z had texted him on September 22, 2016 to see where things stand for hiring, but that he wasn't hired.

53. Again, Noble believes they do not need to include Plaintiff when it comes to hiring for her own Desk which would not happen with any other Desk at Noble. On information and belief, all male employees who have direct reports are involved in the hiring process for their potential direct reports. Plaintiff was treated differently than similarly situated male employees. Plaintiff was discriminated against because she is female.
54. Additionally, when Plaintiff needed to hire another charterer for the Americas, (which ultimately ended up being Andrea Dixon) Plaintiff wanted the person to work in the Stamford office. Plaintiff was told by Steve Hollerbach. “that’s never going to happen” the person will be in Houston. He is the one that brought in Andrea Dixon as a candidate that he worked with at P66 previously. Against Plaintiff’s recommendation, Steve wanted her located in Houston and she was hired. He got his charterer in Houston. Plaintiff’s input regarding hiring a Charterer was ignored.
55. In early 2015, Steve Hollerbach reached out to IK, a Charterer, at a local chartering company in New York City, and they had a breakfast meeting to discuss “Chartering opportunities” at Noble. On information and belief, IK is in his mid-thirties in age. Again, Plaintiff was not included in any conversation nor was she told they had met. Plaintiff found out because IK mentioned to some people in the Shipping industry that he was interviewing at Noble. When Plaintiff asked Steve about it, he said it was just a meet and greet, however, he made the time to fly to Stamford to meet with IK, and still did not choose to include Plaintiff. Steve did not have the authority to hire chartering people without discussing with Plaintiff. Plaintiff asked Steve why he did not invite her, because she knew IK. Steve brushed off her inquiry. Again, Plaintiff’s assumption is that they want to hire someone, male and young behind her back without including her. This

damages Plaintiff's reputation because the market heard and thought Plaintiff was being let go in Stamford because IK was meeting with Steve without including Plaintiff. This was a hostile act. Steve did not exclude male employees from his "meet and greets." He was willing to take Travis Dorsey, trader, to meet with Steven Z and other potential employees, but Plaintiff was not to be included. Plaintiff was treated differently than similarly situated male employees. Plaintiff was discriminated against because she is female.

56. During 2012-2016, at the office in Stamford, Plaintiff's seat was next to the gasoline traders which includes video conference cameras connecting with London and Houston offices. The commentary back and forth on the Stamford desk for everybody within earshot to hear, frequently became vulgar and disgusting. This created a hostile work environment. It was a constant back and forth across the Stamford desk of sexual innuendo and inappropriate commentary. For example, on October 1, 2015, there was a discussion around the smell of fish and a women's body that was extensive. This happened on the trading floor in an open space. Sushant left sushi on EL's (a female employee) desk. EL said to Sushant and the other men that she didn't want the sushi. In response, Sudeep says to Dmitri, "EL is offering out her sushi to everyone," with intonation of a sexual nature regarding her vagina. EL encourages the behavior and replies and laughs, "Who wants my fish? Everyone wants my fish!" The men around me were giggling among themselves. Then EL comments, "It's very fresh!" To which Sushant smiled and replied, "I'm sure! Koto Approved." I found the entire exchange disgusting. This hostile and discriminatory behavior made Plaintiff sick to her stomach.

57. October 29, 2015, Sushant was on the phone with someone, again within earshot of everyone to hear. He said, "You're actually in a good mood today, what happened did you get a handy at work today? Whatever punk." His comments of a "handy" were suggesting that the man on the other end of the conversation was masturbating with another.
58. Throughout Plaintiff's tenure, the word "fuck" was used constantly as a verb, an adjective and a noun. "He's a fuck," "fuck you," "fuck that," "fucking stupid," etc. The office environment was permeated with vulgar language and obscenities. Plaintiff's desk was positioned so closely to her co-workers' desks that you could hear everything. The desks were in an open common area and employees sat in very close proximity to the next person. Co-workers' desks were positioned approximately one foot apart next to one another, and the rows of desks were positioned with an approximate three foot gap. There were several occasions that Plaintiff was trying to speak to a customer on the phone and she had to actually bend over and cover the phone receiver when she was not speaking in order to attempt to muffle the vulgar language being screamed behind her. Andrea Valerio (male) was her co-worker, who many of the other male co-workers respected. Plaintiff complained to Andrea about the hostile work environment and asked him to talk to the male employees about their vulgar language. He did, but the language and hostility did not cease.
59. The other male employees knew that Plaintiff objected to the language. Because Plaintiff didn't laugh and giggle like EL, who is substantially younger than Plaintiff, at the sexual and disgusting comments made by the male employees, Plaintiff was treated as old and too conservative. Despite Plaintiff's complaints, the male employees continued to use

the offensive language around Plaintiff. On information and belief, they continued their hostile behaviors towards Plaintiff because of her age.

60. On February 13, 2016, EL discussed how “Sweetybear” (on information and belief she was referring to a female ops person at another company) wrote in yahoo instant messenger to EL that “Sweetybear” was “going to leave the office “to get some” and would be back later. This message was passed around to Sushant discussing an “afternoon delight.” Sushant made derogatory comments about visualizing “Sweetybear” having sex, and then started relating Sweetybear’s smell to Dmitri’s fish lunch. This comment launched multiple conversations related to bananas, the size of a banana in comparison to a penis and having sex. Ryan Fazio and Luigi were sitting next to Plaintiff during these conversations. The vulgar comments and discussion revolve around EL only wanting “large bananas,” a lot of sexual innuendo regarding the size of a man’s penis. This conversation made Plaintiff physically ill.
61. For a while, one of the traders, Sushant, dropped the word “vagina” several times a day in his conversations with internal traders and external brokers- this was embarrassing being that Luigi Trigilio, chartering manager and Plaintiff’s direct report, sat right next to her. The word vagina was used in phrases like, “He’s a vagina.”
62. Another example, on January 7, 2015, Sudeep was on the phone with someone when Sushant interrupted Sudeep and said, “Whatever skipper, you’re all a bunch of vaginas here.” Sudeep replied, “That’s a flag for HR, I’m not gonna repeat that to him.” “Him” meaning the person on the phone.
63. On February 13, 2015, there was a conversation between Sudeep and Sushant over video conference loudly from Sudeep to Sushant, “Fuck him, he’s a little bitch.” Sushant

replied, “What the fuck, fuck that punk!” The language was always worse when Andrea Valerio was off the trading desk and he was on vacation this particular week.

64. On February 17, 2015, the first day Andrea Valerio was back on the desk, Sushant was speaking with someone on his cell phone and said, “Your cousin’s a little vagina.” He then got off the phone, and calls Sudeep a, “Honey Vagina” Andrea Valerio said, “Can we please stop using the word vagina?” Sushant replied, “Sudeep has a lot of different names.” To which Andrea said, “Find another one.” This language was discriminatory and hostile. Plaintiff suffered through a hostile work environment because of her age and gender.
65. Plaintiff complained on several occasions to Andrea Valerio, Managing Director, who sat next to her at work, that the conversations were vulgar and offensive. Since Plaintiff was sitting next to Luigi, her direct report, and it was very embarrassing. Andrea must have said something to them to calm down their behavior because when he was in the office, they were not as bad (albeit the language was still hostile and vulgar). When Andrea was travelling, they ramped up the inappropriate and offensive comments and conversations. It made Plaintiff physically ill to suffer through their hostile behaviors. Plaintiff was finally forced to move her seat to another part of the trading floor so she would hear less of the vulgar and disgusting commentary. However, the hostile work environment continued as she could still clearly hear the disturbing comments.
66. During, 2012-2015, and into 2016, Plaintiff suffered through this horrendous and hostile treatment. Plaintiff did complain to Andrea, but she was too afraid to ever report this awful behavior to the previous HR manager, Pamela Rosati, or the current one, Bruce Cameron. Plaintiff did not complain to Pamela, because she made things personal. If

she didn't like someone, it was obvious. Plaintiff was afraid that if she complained to her, that she would retaliate against Plaintiff. The rumor was that Pamela did not like Plaintiff and Plaintiff didn't want to make waves. Plaintiff does not know why she did not like her. She was ultimately fired, and replaced by Bruce Cameron. Plaintiff's experience with Bruce was that he was completely non-responsive to issues regarding vulgar and hostile language. Plaintiff believed her complaints of hostile work environment would have been ignored like every other issue she tried to raise with him. Also, on information and belief, Noble Management wanted Plaintiff to leave her job. Noble was allowing the hostile behavior and hostile environment to continue so Plaintiff would have no choice but to leave. Noble was trying to push her out. In the past at Noble, being a long time employee meant the employee was respected. However, now if an employee was considered a long time employee, they were looked down upon. A long-term employee was considered old and not a viable employee.

67. The hostile work environment was so severe that it interfered with Plaintiff's ability to do her work. It was so horrific that Plaintiff considered resigning on many occasions just to escape the abusive, outrageous, and hostile environment. The environment made Plaintiff physically ill and caused Plaintiff to seek psychological counseling and medical treatment for physical symptoms related to stress and anxiety.
68. Plaintiff was told, that on or about, 2014, Julia Ayers, Operations Analyst, was not satisfactorily performing her job. Andrea Valerio brought Julia's work performance issues to Ralph Torrance, Global Head of Ops. (Julia's boss) attention. Ralph responded, "so what, management likes her, she looks good in a skirt." On information and belief, Julia was not disciplined in 2014 for her poor performance.

69. On or about, 2015, Plaintiff was told that Jeff Frase (CEO) and Mike Kerrigan-Human Resources had a meeting whereby they were discussing restructuring (firing) staff. Plaintiff was told that Jeff said that they had to keep Blair Shrewsbury, a young intern, because she was the only “D” cups on the floor, whereby Jeff and many others laughed about it, including the HR executive.
70. In 2014, Plaintiff was told that Noble was hiring 11 people from Chemoil for starting a biodiesel trading desk. In this acquisition, Noble acquired Luigi Trigilio, who worked as their marine operations/chartering person. Jeff asked Plaintiff to meet him which she did, however, it was clear, he was already hired. Plaintiff had no actual say in whether Luigi was hired. He was hired with a \$150k sign on bonus and \$225,000 annual salary to start. Plaintiff was told he would report to her and he would only handle biofuels chartering. The job was not a “full time” job when he started because they were building the business. The Biofuels trading desk via Luigi, fixed only 16 fixtures their first year in 2014, however he was given more bonus and salary than many on Plaintiff’s team who had much more experience and fixed more fixtures than Luigi. In 2015 for bonuses, again Plaintiff was told by Jeff, that Luigi’s bonus would be \$120k. Luigi was also given a \$30k “private” payment by John Skrinar (Head of Biofuels) because John told Jeff that Luigi would leave Noble and John considered Luigi indispensable to the Team. John went directly to Jeff to get Luigi the additional money and never told Plaintiff about it. Luigi reported to Plaintiff and she was left out of the loop on purpose. John and Jeff are friends. The principal of John going around Plaintiff to ask Jeff for more money for Luigi was not right. Plaintiff found about the private payment because Luigi told her directly. Luigi told Plaintiff because they had a good working relationship contrary to

what Management tried to imply about Luigi and Plaintiff's working relationship.

Plaintiff was surprised John thought it was necessary to not include her since Luigi was her direct report, but bonuses were not good for 2015. On information and belief, Plaintiff was not told of this private payment to make the point that she had no authority and that the male decision makers at Noble would do what they wanted. Jeff did not treat male employees with this kind of disrespect. Plaintiff was treated differently than similarly situated male employees. Plaintiff was discriminated against because she is female.

71. On or about 2015/2016, there was a meeting called by Kelly Bezas and Ralph Torrance on behalf of Jeff Frase. All Global Heads were invited except for Plaintiff. In the process of the meeting, Steve Hollerbach, Global Head of Gasoline mentioned that Plaintiff had not "gotten him time charters," which is a false statement. They had discussed it many times and made a decision not to take these charters on. He further said that Plaintiff was not allowing Luigi to help out on Clean Petroleum Chartering (CPP), that Plaintiff insisted on doing it herself. Ralph Torrance then stated Plaintiff had not included Luigi in the "Stamports Inc" global group email and she was not being inclusive. Jeff was calling in from outside and said on the conference call in front of everyone that he would address it with Plaintiff. All the above statements they made are false, and Plaintiff was not included in the meeting to defend herself. They discredited Plaintiff in front of everyone at the meeting. This was damaging to Plaintiff's reputation. When Plaintiff confronted Ralph about it, he denied it. The damage was done.
72. For several years, up to 2016, Noble frequently provided Ralph Torrance and Jesus Guerra, a business analyst, with prospective shipping candidates to hire to add to their

support team. However, Noble HR did not forward these prospective shipping candidates to Plaintiff even though they were seeking employment on a Chartering desk. Noble never allowed Plaintiff to interview prospective shipping candidates to support her. Plaintiff had been asking for additional support on the shipping desk for years for assisting on the vessel tracking program, however, her requests were largely ignored. Ralph had several interns that rotate through settlements/contracts/ops, but Plaintiff's requests for an intern were ignored. Plaintiff was treated differently than male employees.

73. The outward hostility was pervasive in Plaintiff's work environment. In the fall of 2016, Plaintiff heard from male employees that they have been told that Noble planned to move its Stamford office, including her team, to Houston, Texas. On information and belief, Plaintiff was the only manager that was not told of this decision. Clearly, Noble had a plan to move their younger, male managers to Houston and Plaintiff was not part of this plan. Plaintiff was told by the Ralph Torrance, that he had already been informed of the move and that he planned to move in the summer of 2017. Plaintiff was treated differently than similarly situated male employees. Plaintiff was discriminated against because of her gender. As of July 2017, it has been publicly reported that the Stamford office space is being advertised on the market to be leased out, and Jeff Frase is moving to Houston to work from the Houston office.

EXCELLENT WORK PERFORMANCE

74. Plaintiff has always been qualified for her position at Noble. Plaintiff has always received praise regarding her work performance. Throughout her tenure with Noble, Plaintiff never had a review from a manager. Plaintiff has received positive emails from

prior managers, Fabrizio Zichichi, Ted Robinson, David Houten and Lou Santore.

Instead, of a formal performance review, Noble arbitrarily ranks its employees without a review. When Plaintiff has asked management directly to answer who ranked her performance, they respond “Hong Kong.” The ranking scale that Noble follows is: top 25%, or middle 65%, or bottom 10%. Its strategy is to fire the bottom 10% each year.

75. HR and Hong Kong Management pushes very hard for employees to complete their own personal assessments. Plaintiff has always completed her personal assessments. Noble claims that compensation is partly based on an employee’s rank.
76. Plaintiff is a working manager that had personally built up the processes and controls for the Shipping Team over the past 20 years. Plaintiff was responsible for raising volumes in dramatic ways over the last few years, however, she was still paid less than Noble’s male employees. Plaintiff has written the processes and controls for Stamports Global, and the Desk has passed numerous internal and external audits. Anyone in Legal or Compliance will attest that Plaintiff is diligent and follow the rules of what’s required for her job and the Shipping Desk.
77. In 2005, Plaintiff was recognized as a rising talent at Noble as part of their Ambassador program. Plaintiff was invited to the “GSM” meetings that were held annually for all senior management for Noble.
78. If you look at other Global Heads across the Group that report to Jeff, there are two Global Managers that don’t have a P/L, Plaintiff and Ralph Torrance. That being, Global Operations, and Shipping. Stamports receives 1.25% commission for every freight fixture Shipping does for the traders. However, since it’s an internal deal, they have never been compensated on the same. Last year Shipping generated over \$6

million, however, this gets allocated somewhere else. On information and belief, in 2016, Ralph makes a much larger salary than Plaintiff. Plaintiff has been a productive, instrumental part of the Clean Fuels /Oil platform for many years. Plaintiff's role and responsibilities are just as relevant as the Global Head of Operations.

79. In July 2014, Plaintiff was told she was to be given a retention bonus of \$100,000. Plaintiff's understanding, and it was confirmed by Amy Balzarano, HR-USA, was that the retention bonus was to retain exceptional performers.
80. Plaintiff was a loyal, competent and highly successful employee for nearly 20 years. Noble has gone out of its way to make Plaintiff's life miserable the last few years. Plaintiff was discriminated against and treated with hostility in an effort to force her to leave her job. Plaintiff remained at Noble out of loyalty to Richard Elman over the last few years despite the hostility. However, no one wants to go to work every day feeling like everybody hates you and wants you gone and in fear of being verbally and mentally abused by your superiors and co-workers. Eventually, the daily abuses at work became so intolerable that Plaintiff had no choice but to leave her employment.

AGE DISCRIMINATION

81. On several occasions over the period of 2012-2016, Plaintiff was introduced to people new co-workers and external clients as the "the oldest Noble employee." This would lead to a conversation about how old Plaintiff must be. This was done by the late General Counsel, Richard Di Donna as well. Plaintiff would tell him not to do it, but he thought it was funny. Over the last few years, Plaintiff tried to avoid discussions about her length of time with Noble. Plaintiff had several conversations where colleagues would hear how long she had been at Noble, they say "you're a lifer, wow, that's a long time" or

“yeah, we don’t do it like that like they did back in the day.” A few months ago, management put the employees’ names and length of service at Noble on a list. Plaintiff was mistakenly listed as 9 years. Many people said to her, “Oh my God, 9 years, you’ve been here forever.” Plaintiff worked for Noble for 19 years.

82. In 2015 and 2016, Plaintiff was treated differently than younger employee, EL. Plaintiff’s co-workers, Sudeep and Sushant, knew that Plaintiff was disgusted by their vulgar comments. On information and belief, they continued to harass Plaintiff with their offensive language because of her age and because she was more mature.
83. In 2015 and 2016, HR changed Vicki to report to the head of Asia Oil. No one even advised Plaintiff of the change. Plaintiff has asked several times, and never received feedback from HR as to why Nobel reassigned Vicki. Vicki is perceived as “single” and “hot”. Vicki told Plaintiff she makes a point of meeting with Jeff when he goes to London or Singapore, so she can ensure she gets her face time with him. On information and belief, she asked Jeff to change her reporting lines in Singapore because she thinks it will bring a quicker promotion, and she will be able to circumvent Plaintiff who was her current manager. Vicki and Plaintiff had a good relationship until she told Plaintiff that she no longer saw Plaintiff getting respect from Management and therefore, she was going to go to Jeff when she needed something. Vicki was perceived as younger than Plaintiff and therefore treated favorably.
84. On Labor Weekend 2016, Plaintiff was told by Vicki Oosthuizen, Senior chartering manager, sitting in Singapore, that she was invited by Global Head/Asia Head of Distillates to attend the global distillates strategy meeting in Amsterdam in September and she would represent the Shipping Team. Nobody even mentioned this to Plaintiff.

Plaintiff had always been informed of the global distillates strategy meeting, and typically represented the Shipping Team. Vicki who was Plaintiff's direct report, does not report into the Shipping Team. Instead, Vicki reports in to Trading. This goes against the way Noble restructured the company in about 2013/2014, moving support staff from reporting directly to Traders in order to ensure no issues of collusion happened. Why then would she be send to the Global Strategy meeting? On information and belief, Noble was preparing Vicki to take over Plaintiff's job.

85. Plaintiff was treated differently than similarly situated employees who were substantially younger than her. Plaintiff was paid less than these younger employees in comparison to their experience and responsibilities.
86. Plaintiff was treated differently than Travis Dorsey who is in his early 30s. In 2014, when Steve H was searching to hire a Charterer (Steven Z) to report to Plaintiff, Plaintiff was purposely left out of the hiring process and her unwanted opinion about whether Steven Z was the right choice, was ignored. Instead, Steve H discussed Steven Z's candidacy at length with Travis and sought Travis input on whether to hire Steven Z. Travis was a noble gasoline trader and not part of Plaintiff's team. Travis was eventually terminated for poor work performance as he was responsible for multi-million dollar losses.

EMOTIONAL DISTRESS

87. Because of Noble's constant hostile treatment and unlawful discrimination, Plaintiff has suffered emotional distress and anxiety since 2009. Plaintiff came back early (within 4 weeks) of her maternity leave in order to attend a Team building event in Rome, and she

was treated as if she had let them down. Plaintiff never stopped working during her maternity period because she cared too much about making sure things went smoothly.

88. A few years ago, Plaintiff started to see a therapist for her stress and anxiety. Plaintiff had become physically and emotionally ill because of the stress and anxiety from work. Plaintiff liked her line of work, but the hostile environment was brutal, and facing these people every day was affecting Plaintiff personally, and deteriorating her health.

89. In 2012, Plaintiff went through a period where sleeping was not possible. Plaintiff tried to push through it, but she needed help. It was taking a toll on her family and on Plaintiff's physical health. Plaintiff's insomnia was due to her stress and anxiety at work. Plaintiff was tired all the time and miserable. Plaintiff started to see a therapist who thought she was dealing with depression. Plaintiff decided to refuse medication because it was a sign of weakness to her. Plaintiff told her therapist that she wanted to try to fix it herself. Plaintiff's life line has been to continue to see her therapist through the present. It was Plaintiff's only outlet for her to continue to function while dealing with the massive stress of her work environment. Adding to the stress, is that no one at Noble ever addressed her concerns, or emails, etc on any level over the years. It was if Plaintiff did not matter even though she had been giving Noble her best efforts at her job. The lack of response from her superiors was and continued to be brutal. Plaintiff paid for all of these costs out of pocket, as she was concerned that Noble would find out that she was struggling. Plaintiff chose her privacy to ensure she was not further humiliated by her superiors, or gave Noble any reason to terminate her. Plaintiff's symptoms included anxiety on a level where she would not be able to attend the weekly Tuesday Global Trading conference call because it would overwhelm her, and she would have an anxiety

attack prior to the call. This was all due to work stress and the unlawful and discriminatory behaviors she was suffering at work. Plaintiff stopped travelling for business since it made her anxiety ridden. Plaintiff's way to deal with the stress has been therapy.

90. Plaintiff hair began falling out in 2012, and she saw several dermatologists over the years for it, but nothing was found, it was deemed a situation related to high stress. In 2013, Plaintiff developed a rash that resembled shingles after she returned from a very unrelaxing vacation because she was dealing with Noble business the entire time she was there. Plaintiff saw her general MD, who said it looked like shingles but they were unsure. Plaintiff was recommended by a friend to see a doctor as a last resort to see what could possibly be making her so tired all the time. Plaintiff hoped this doctor could figure out why her hair was falling out. He prescribed a high vitamin diet because the stress has deteriorated Plaintiff's vitamin levels to the extent he thought Plaintiff had a thyroid condition. This was ruled out, but after a lot of tests, it was confirmed Plaintiff's body was completely drained of essential vitamins and minerals due to the severe stress she is under at work. No amount of over the counter pill was possible to fix it, the doctor prescribed medication on a cellular level. He commented that Plaintiff was so deficient, he was amazed that Plaintiff had not contracted anything something dire. Plaintiff now take 11 pills a day of vitamins to get her to a normal level.
91. The severe and extreme behaviors of Noble have caused Plaintiff physical and emotional harm. Plaintiff was discriminated against because of her age and gender and she has suffered severe emotional distress.

**V. COUNT ONE: AGE DISCRIMINATION PURSUANT TO
AGE DISCRIMINATION IN EMPLOYMENT ACT (ADEA)**

92. The allegations of paragraphs 1-91 are incorporated herein by reference as if fully pleaded herein in Count One.
93. Plaintiff, age 46 on the date of termination, was/is at all relevant times in question a highly qualified and respected employee of the Defendant, pursuant to the Age Discrimination in Employment Act (ADEA).
94. Plaintiff was subjected to a series of continuous adverse employment actions as described herein, including but not limited to unequal treatment on account of her age, comments such as, “you’re a lifer, wow, that’s a long time” or “yeah, we don’t do it like that like they did back in the day,” denial of equal pay, denial of management duties, and constructive discharge, all taken because of (but for) her age.
95. For nearly 20 years, Plaintiff exceeded her goals, was significant in growing Defendant’s business, successfully managed a team of Charterers and only had positive performance reviews. Defendant’s relentless discrimination and hostile work environment caused Plaintiff such harm that she could no longer tolerate her work conditions. Plaintiff had no choice but to end her employment on January 23, 2017.
96. On the many occasions that Plaintiff complained of her unlawful treatment, Defendant never provided a reason for its adverse employment actions.
97. Upon Plaintiff’s constructive discharge, Defendant never provided a reason for its unlawful treatment of Plaintiff. Any reason Defendant now presents for the adverse actions are clearly pretextual and false.
98. Plaintiff was denied equal treatment in the terms, conditions and privileges of her employment but for her age.

99. On information and belief, Defendant exhibited a continuous pattern of age discrimination. There was not one singular incident, but consistent and constant discriminatory acts by Defendant over a period of years.
100. Defendant should be held liable for discriminating against Plaintiff on account of her age, in violation of the ADEA.

VI. COUNT TWO: AGE DISCRIMINATION PURSUANT TO CONNECTICUT'S FAIR EMPLOYMENT PRACTICES ACT (CFEPA).

101. The allegations of paragraphs 1-100 are incorporated herein by reference as if fully pleaded herein in Count Two.
102. Plaintiff, age 46 on the date of termination, was/is at all relevant times in question a highly qualified and respected employee of the Defendant, pursuant to Connecticut's Fair Employment Practices Act (CFEPA).
103. Plaintiff was subjected to a series of continuous adverse employment actions as described herein, including but not limited to unequal treatment on account of her age, comments such as, "you're a lifer, wow, that's a long time" or "yeah, we don't do it like that like they did back in the day," denial of equal pay, denial of management duties, and constructive discharge, all taken because of (but for) her age.
104. For nearly 20 years, Plaintiff exceeded her goals, was significant in growing Defendant's business, successfully managed a team of Charterers and only had positive performance reviews. Defendant's relentless discrimination and hostile work environment caused Plaintiff such harm that she could no longer tolerate her work conditions. Plaintiff had no choice but to end her employment on January 23, 2017.

105. On the many occasions that Plaintiff complained of her unlawful treatment, Defendant never provided a reason for its adverse employment actions.
106. Upon Plaintiff's constructive discharge, Defendant never provided a reason for its unlawful treatment of Plaintiff. Any reason Defendant now presents for the adverse actions are clearly pretextual and false.
107. Plaintiff was denied equal treatment in the terms, conditions and privileges of her employment but for her age.
108. On information and belief, Defendant exhibited a continuous pattern of age discrimination. There was not one singular incident, but consistent and constant discriminatory acts by Defendant over a period of years.
109. Defendant should be held liable for discriminating against Plaintiff substantially in part because of his age, in violation of the CFEPA.

VII. COUNT THREE: GENDER DISCRIMINATION PURSUANT TO TITLE VII OF THE CIVIL RIGHTS ACT

110. The allegations of paragraphs 1-109 are incorporated herein by reference as if fully pleaded herein in Count Three.
111. Plaintiff on the date of termination, was/is at all relevant times in question a highly qualified and respected employee of the Defendant, pursuant to Title VII of the Civil Rights Act).
112. On information and belief, Defendant exhibited a continuous pattern of gender discrimination. There was not one singular incident, but consistent and constant discriminatory acts by Defendant over a period of years.
113. Plaintiff was subjected to a series of continuous adverse employment actions as described herein, including but not limited to unequal treatment on account of her

gender, denial of equal pay, denial of management duties, and constructive discharge, all taken because of her gender.

114. Circumstances surrounding the adverse employment actions give rise to the inference of gender discrimination. Male employees were offered promotion and Plaintiff was not. Male employees were awarded comparably higher salaries and bonuses than Plaintiff. Male employees were supported in their management decisions and Plaintiff's management responsibilities were disregarded or she was stripped of the responsibilities. Male employees were not subject to the sexually charged, vulgar and hostile work environment that Plaintiff suffered.
115. Plaintiff was constructively discharged. Defendant never stated a reason for the discharge. Any reason Defendant now give is factually baseless and without merit. Defendant's reasons for the adverse actions are clearly pretextual and false.
116. Plaintiff's gender was a substantial motivating factor for denial of her equal treatment in the terms, conditions and privileges of her employment.
117. On information and belief, Defendant exhibited a continuous pattern of gender discrimination. There was not one singular incident, but consistent and constant discriminatory acts by Defendant over a period of years.
118. Plaintiff was treated differently than similarly situated male employees. Plaintiff was discriminated against because of her gender.
119. Defendant should be held liable for discriminating against Plaintiff because of her gender, in violation of Title VII of the Civil Rights Act.

VIII. COUNT FOUR: GENDER DISCRIMINATION PURSUANT TO CONNECTICUT'S FAIR EMPLOYMENT PRACTICES ACT (CFEPA).

120. The allegations of paragraphs 1-119 are incorporated herein by reference as if fully pleaded herein in Count Four.
121. Plaintiff on the constructive discharge, was/is at all relevant times in question a highly qualified and respected employee of the Defendant, pursuant to Connecticut's Fair Employment Practices Act (CFEPA).
122. Plaintiff on the date of termination, was/is at all relevant times in question a highly qualified and respected employee of the Defendant, pursuant to Title VII of the Civil Rights Act).
123. On information and belief, Defendant exhibited a continuous pattern of gender discrimination. There was not one singular incident, but consistent and constant discriminatory acts by Defendant over a period of years.
124. Plaintiff was subjected to a series of continuous adverse employment actions as described herein, including but not limited to unequal treatment on account of her gender, denial of equal pay, denial of management duties, and constructive discharge, all taken because of her gender.
125. Circumstances surrounding the adverse employment actions give rise to the inference of gender discrimination. Male employee were offered promotion and Plaintiff was not. Male employees were awarded comparably higher salaries and bonuses than Plaintiff. Male employees were supported in their management decisions and Plaintiff's management responsibilities were disregarded or she was stripped of the responsibilities.

Male employees were not subject to the sexually charged, vulgar and hostile work environment that Plaintiff suffered.

126. Plaintiff was constructively discharged. Defendant never stated a reason for the discharge. Any reason Defendant now give is factually baseless and without merit. Defendant's reasons for the adverse actions are clearly pretextual and false.
127. Plaintiff's gender was a substantial motivating factor for denial of her equal treatment in the terms, conditions and privileges of her employment.
128. On information and belief, Defendant exhibited a continuous pattern of gender discrimination. There was not one singular incident, but consistent and constant discriminatory acts by Defendant over a period of years.
129. Plaintiff was treated differently than similarly situated male employees. Plaintiff was discriminated against because of her gender.
130. Defendant should be held liable for discriminating against Plaintiff substantially in part because of her gender, in violation of CFEPA.

IX. COUNT FIVE: RETALIATION AGE AND GENDER

131. The allegations of paragraphs 1-130 are hereby incorporated by reference the same as if fully pleaded in Count Five.
132. Plaintiff participated in protected activity when she complained to Defendant that she was treated differently because of her age and gender including issues related to unequal pay, hostile work environment and ageist comments. Plaintiff complained to Defendant on several different occasions, for several months.
133. After Plaintiff complained to Defendant about her unlawful treatment, she suffered an adverse employment action when her decision-making authority was taken away, she

was no longer considered in decisions regarding hiring and firing, among other decisions.

134. After Plaintiff complained to Defendant about her unlawful treatment, she suffered an adverse employment action when her workplace became increasingly hostile and she was forced to leave her employment and was constructively discharged.

135. Defendant should be held liable on this count and Plaintiff should be awarded all appropriate relief.

X. COUNT SIX: VIOLATION OF EQUAL PAY ACT, 29 U.S.C.A. §206(d)(1)

136. The allegations of paragraphs 1-135 are hereby incorporated by reference the same as if fully pleaded in Count Six.

137. Defendant pays different wages to female employees, including Plaintiff, than it does to its male employees when employees perform equal work on jobs requiring equal skill, effort and responsibility; and the jobs are performed under similar working conditions.

138. Plaintiff was paid less than her male co-workers. Plaintiff was paid comparably less than her male co-workers when she had more experience, more responsibility, and a greater recorded work performance than these male employees. See Exhibit C.

139. Plaintiff was discriminated against and paid only a percentage of her earned commission because she was female.

XI. COUNT SEVEN: CLAIM FOR WAGES: FAIR LABOR STANDARDS ACT

140. The allegations of Paragraphs 1-139 are hereby incorporated by reference the same as if fully pleaded in Count Seven.

141. At all relevant time periods, Defendant is an employer within the meaning of 29 U.S.C. § 203(d).

142. At all relevant time periods, Plaintiff was an employee within the meaning of 29 U.S.C. § 203(e)(1).
143. At all relevant time periods, Plaintiff worked as a salaried employee in exchange for services she provided to Defendant.
144. Defendants knowingly and in bad faith failed to pay wages in violation of FLSA.
145. Defendant violations of the FLSA were willful and neglectful of prevailing law and demonstrated disregard for the requirements of the FLSA.
146. As a result of these violations, Plaintiff has suffered and continues to suffer damages.
147. Defendant should be held liable on this count and Plaintiff should be awarded all appropriate relief.

**XII. COUNT EIGHT: CLAIM FOR WAGES: FAILURE TO PAY WAGES
PURSUANT TO C.S.G.A §31-72**

148. The allegations in paragraphs 1-147 are hereby incorporated by reference the same as if fully pleaded in Count Eight.
149. Plaintiff brings this claim under §§ 31-72 of Connecticut's Wage and Hour Law, Conn. Gen. Stat. § 31-72 et.seq. against the Defendant.
150. At all relevant time periods, Defendant was an employer within the meaning of Conn.Gen.Stat. § 31-58(d).
151. At all relevant time periods, Defendant employed Plaintiff within the meaning of Conn. Gen. Stat. § 31-58(e).
152. Defendants knowingly and in bad faith failed to pay wages in accordance with and in violation of Conn. Gen. Stat. § 31-72 et.seq.
153. As a direct result, Plaintiff has suffered and continues to suffer damages.
154. Plaintiff is entitled to an award of damages for unpaid wages, plus liquidated damages in

an equal amount, plus interest and attorneys' fees in an amount to be determined at trial.

Conn.Gen.Stat. § 31-68.

155. Defendant should be held liable on this count and Plaintiff should be awarded all appropriate relief.

**XIII. COUNT NINE: CLAIM FOR BREACH OF IMPLIED
COVENANT OF GOOD FAITH AND FAIR DEALING**

156. The allegations of paragraphs 1-155 are hereby incorporated by reference the same as if fully pleaded in Count Nine.

157. No similarly situated reasonable employee would expect their employer to intentionally and willfully pay them less income because of their gender, violate company policy and refuse to make payments of compensation as promised. Defendant did so and failed to pay Plaintiff previously promised bonus. Defendant's breached its contract with Plaintiff by failing to pay her equal pay and bonus.

158. Defendant should be held liable on this count and Plaintiff should be awarded all appropriate relief.

XIV. COUNT TEN: CONSTRUCTIVE DISCHARGE

159. The allegations of paragraphs 1-158 are hereby incorporated by reference the same as if fully pleaded in Count Ten.

160. Plaintiff suffered through years of a hostile work environment including daily vulgar and disgusting comments from male employees about vaginas, sex, male genitalia, and verbally abusive language using the word "fuck" explicitly. Plaintiff could not escape the constant abuse.

161. Plaintiff complained to Defendant about the abusive and hostile work environment and Plaintiff was ignored. Defendant took no action to correct the hostile behaviors.

- 162. Defendant's hostile acts towards Plaintiff were deliberate.
- 163. Plaintiff on numerous occasions, complained to Defendant that she was not being paid equal to her male co-workers. Each time she approached Defendant to discuss resolving her unfair pay, Defendant denied her request to discuss or ignored her entirely.
- 164. The pervasive and extreme hostile work environment caused Plaintiff to be physically ill
- 165. The pervasive and extreme hostile work environment caused Plaintiff to seek psychological therapy.
- 166. The pervasive and extreme hostile work environment violated public policy.
- 167. Defendant deliberately made Plaintiff's working conditions so intolerable that a reasonable person in the Plaintiff's position would have felt compelled to resign.
- 168. After years of suffering, Plaintiff's work environment became so intolerable that she had no choice to resign. On January 17, 2017, Plaintiff notified Defendant that she could no longer work for Defendant.
- 169. Defendant should be held liable on this count and Plaintiff should be awarded all appropriate relief.

XV. COUNT ELEVEN: INTENTIONAL INFLECTION OF EMOTIONAL DISTRESS

- 170. The allegation of paragraphs 1-169 are hereby incorporated by reference the same as if fully pleaded in Count Eleven.
- 171. The unlawful employment actions alleged herein were the direct result of the Defendant's actions to intentionally inflict emotional distress, or that Defendant knew or should have known that such distress was a likely result of its conduct.
- 172. Plaintiff's allegations of employment discrimination and hostile work environment caused by the Defendant was so extreme and outrageous as to offend the common

decency of any similarly situated individual in her position. No employee should be subjected to a material change in their terms, conditions and privileges of employment based on her age and gender, as alleged herein.

173. The Defendant possessed knowledge that the employment discrimination and hostile work environment alleged herein directly violated the Defendant's own employment policies, but did nothing to remedy each and every violation.
174. Plaintiff has experienced severe emotional and psychological injuries as a direct and proximate cause of the Defendant's actions. She has trouble sleeping, eating, experiences stress, hair loss, depression and anxiety.
175. As a result of Defendant's conduct, Plaintiff has suffered and will continue to suffer past and future economic, physical and emotional harm.

XVI. PRAY FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court:

- a. Award Plaintiff compensatory damages for age discrimination in violation of ADEA, in an amount to be determined at trial;
- b. Award Plaintiff compensatory damages for age discrimination in violation of CFEPa, in an amount to be determined at trial;
- c. Award Plaintiff compensatory damages for gender discrimination in violation of CFEPa, in an amount to be determined at trial;
- d. Award Plaintiff compensatory damages for gender discrimination in violation of Title VII Civil Rights Act, gender discrimination, in an amount to be determine at trial;

- e. Award Plaintiff compensatory damages for violation of the Equal Pay Act, 29 U.S.C.A. §206(d)(1), in an amount to be determined at trial;
- f. Award Plaintiff liquidated damages in an equal amount as provided by FLSA, 29 U.S.C. §216(b), in an amount to be determined at trial;
- g. Award Plaintiff double damages for unpaid wages in an equal amount and interest as provided by Conn. Gen. Stat. §§ 31-68(a), 31-72, in an amount to be determined at trial;
- h. Award Plaintiff compensatory and punitive damages for Defendant's violations of Connecticut common law (breach of contract, breach of implied covenant of good faith and fair dealing);
- i. Award Plaintiff compensatory and punitive damages for Defendant's intentional infliction of emotional distress, in an amount to be determined at trial;
- j. Award Plaintiff compensatory damages for retaliation in an amount to be determined at trial;
- k. Award of punitive damages;
- l. Award of prejudgment interest and costs;
- m. Award attorneys' fees and costs.
- n. Award such other relief in law or equity as this Court deems appropriate.

JURY TRIAL DEMANDED

Plaintiff respectfully requests a jury trial on all questions of fact raised by her Complaint.

PLAINTIFF,
WENDY RAMOS

By: /s/

Mark P. Carey (ct17828)
Mark P. Carey, P.C.
71 Old Post Road, Suite One
Southport, CT 06490
(203) 255-4150 tel.
(203) 255-0380 fax.
Mcarey@capclaw.com
Her Attorney

EXHIBIT A

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

DISMISSAL AND NOTICE OF RIGHTS

To: **Ms. Wendy Ramos**
c/o Mark P. Carey
71 Old Post Rd., Suite One
Southport, CT 06890

From: **Boston Area Office**
John F. Kennedy Fed Bldg
Government Ctr, Room 475
Boston, MA 02203

☐

On behalf of person(s) aggrieved whose identity is
CONFIDENTIAL (29 CFR §1601.7(a))

EEOC Charge No.

EEOC Representative

Telephone No.

523-2017-00260

Adriana Gomez,
Investigator

(617) 565-3203**THE EEOC IS CLOSING ITS FILE ON THIS CHARGE FOR THE FOLLOWING REASON:**
☐

The facts alleged in the charge fail to state a claim under any of the statutes enforced by the EEOC.

☐

Your allegations did not involve a disability as defined by the Americans With Disabilities Act.

☐

The Respondent employs less than the required number of employees or is not otherwise covered by the statutes.

☐

Your charge was not timely filed with EEOC; in other words, you waited too long after the date(s) of the alleged discrimination to file your charge

☒

The EEOC issues the following determination: Based upon its investigation, the EEOC is unable to conclude that the information obtained establishes violations of the statutes. This does not certify that the respondent is in compliance with the statutes. No finding is made as to any other issues that might be construed as having been raised by this charge.

☐

The EEOC has adopted the findings of the state or local fair employment practices agency that investigated this charge.

☐

Other (briefly state)

- NOTICE OF SUIT RIGHTS -

(See the additional information attached to this form.)

Title VII, the Americans with Disabilities Act, the Genetic Information Nondiscrimination Act, or the Age Discrimination in Employment Act: This will be the only notice of dismissal and of your right to sue that we will send you. You may file a lawsuit against the respondent(s) under federal law based on this charge in federal or state court. Your lawsuit **must be filed WITHIN 90 DAYS of your receipt of this notice**; or your right to sue based on this charge will be lost. (The time limit for filing suit based on a claim under state law may be different.)

Equal Pay Act (EPA): EPA suits must be filed in federal or state court within 2 years (3 years for willful violations) of the alleged EPA underpayment. This means that **backpay due for any violations that occurred more than 2 years (3 years) before you file suit may not be collectible.**

On behalf of the Commission



Feng K. An,
Area Office Director

Enclosures(s)

APR 25 2017

(Date Mailed)

cc:

NOBLE AMERICAS CORP.

Andrew Bernstein
Mintz Levin
666 Third Avenue
New York, NY 10017

EXHIBIT B

**STATE OF CONNECTICUT
COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES**

Wendy Ramos
COMPLAINANT

CHRO No. 1720293

vs.

Noble America Corp.
RESPONDENT

RELEASE OF JURISDICTION

The Commission on Human Rights and Opportunities hereby releases its jurisdiction over the above-identified complaint. The Complainant is authorized to commence a civil action in accordance with CONN. GEN. STAT. § 46a-100 against the Respondent in the Superior Court for the judicial district in which the discriminatory practice is alleged to have occurred, in which the Respondent transacts business or in which the Complainant resides. If this action involves a state agency or official, it may be brought in the Superior Court for the judicial district of Hartford.

A copy of any civil action brought pursuant to this release must be served on the Commission at ROJ@ct.gov or at 450 Columbus Blvd., Suite 2, Hartford, CT 06103 at the same time all other parties are served. Electronic service is preferred. **THE COMMISSION MUST BE SERVED BECAUSE IT HAS A RIGHT TO INTERVENE IN ANY ACTION BASED ON A RELEASE OF JURISDICTION PURSUANT TO CONN. GEN. STAT. § 46a-103.**

The Complainant must bring an action in Superior Court within 90 days of receipt of this release and within two years of the date of filing the complaint with the Commission unless circumstances tolling the statute of limitations are present.

DATE: May 17, 2017



Tanya A. Hughes, Executive Director

Service:

Complainant:

Complainant's counsel: mcarey@capclaw.com

Respondent:

Respondent's counsel: jrubin@mintz.com

EXHIBIT C

From: Wendy Ramos
Sent: Friday, May 06, 2016 1:05 PM
To: Amy Fox Balzarano
Cc: Bruce Cameron
Subject: Shipping compensation
Attachments: Vicki/year end ; RE: private; private; 2015 Oil Liquids Chartering wrap up (Volumes/Fixtures); Wendy's 2012 Year End review- breakdown for Stampports Inc. ; RE: Year end discussion ; 2014 Chartering Team Comp discussion ; FW: Bertie Ledward of promotion and salary increase ; 2014 Year end wrap up for Chartering Team - Regional/Global volumes/fixtures overview

Amy,

Further to the various compensation discussions we have had over the last few weeks, please see some points below that need to be addressed.

I am personally disappointed. I find the compensation conversations here lacking in focus or serious evaluation. I cannot let this year- end go by without addressing the level of compensation disparity taking place and the lack of Ownership taken by Management.

As a Manager, I am concerned that the current process of year -end appraisal performance falls short of its overall objectives. That is, to review staff fairly and ascertain where they fit into the overall performance of their peers. Discretionary bonuses are to be used to reward results made by the desks for the Company, and help to retain talent.

Noble should be doing their best to retain their top talent, however, the compensation is not in line with the workload or personal performance
I'm told that bonuses will not be good because 1) certain traders did not make money, 2) the Company not doing well 3) Trader blew up in 4th Qtr. However, the my work continues to be excellent, and the workload increases.

I sent you an overview email this year (attached) outlining my workload and accomplishments for Stampports Inc. to show that the volume and scope continues to increase, while the compensation decreases.

I manage the shipping Group globally- I am paid \$258,750 in salary/ I made \$100k retention, and used \$120k bonus (of which \$66k deferred for 2 years). There was no discussion of shares or options this year for me.
Yet someone with far less experience on the Team makes only \$20k less than me.

Stampports Inc. fixed over 184 barges in 2015 (up 129%) and we worked over 240 ships for the States, and completed 160 freight tenders – this does not include freight inquiries or other responsibilities that we cover every day. In 2014, the volume in Americas was up 83%

Compensation Disparity-

- 1) Look at numbers below- Take a look at the disparity in compensation between those on my Team including Erik/Allan, Luigi, Vicki, Andrea, and Myself.

2) The disparity between the compensation paid to Andrea Dixon for salary and bonus in 2015 versus what Luigi Trigilio received. She was paid \$100k less in bonus and \$50k less in Salary, even though she is more experienced, and handles more requirements than he did in 2015.

- 3) A private side payment was made to Luigi Trigilio without my knowledge. He was hired in 2014 @ \$225k plus \$75k sign on bonus. In 2015, Luigi was given 150k in bonus plus a **private** additional \$30k which he will be paid in May.

This was agreed between John Skrinar and Jeff He's a good employee, however, as his manager, I should know about this since it concerns compensation for my Team.

- 4) I had made a recommendation for Bertie's year end on December 2 2015. I was never advised of Bertie's actual bonus until the day bonuses were paid out.

I made suggestions for the bonus pool for 2015 for my Team however, they were not acknowledged.

Oil Liquids had the best year ever, any physical Shipping played a very large part of that, however this was not reflected in bonuses. Noble should retain their top talent. We are very strong Team.

I manage the Group quite seamlessly on a consistent yearly basis, never having issues that need Senior Management intervention.

The Shipping Group on paper generated \$6.5million globally in transactional fees which reflects the vessel volume we handled in 2015. This is only part of it, we handle Tender evaluations/ Freight indications/ projects/Ship Tracking/barge fixtures (up 129% in 2015 btw)

I send a semi annual and annual update for Stampports broken down by region and globally showing the continued increase in volume and depth of items covered. (attached)

The Pay Gap needs to be addressed.

My bonuses over time at Noble. -

Annual Bonus & Retention Shares Information

<u>Effective Date</u>	<u>Bonus Type</u>	<u>Local Currency</u>	<u>Bonus Amount</u>	<u>Bonus Amt (USD)</u>	<u>Cash Bonus (USD)</u>	<u>Allocated to Restricted Shares (USD)</u>	<u>Number of Restricted Shares</u>
2 12/31/2004	Annual Bonus	USD	100000.00	100000.00	100000.00		
3 12/29/2005	Annual Bonus	USD	161250.00	161250.00	161250.00		
4 03/31/2006	Annual Bonus	SGD					71779
5 03/31/2007	Adhoc Bonus	USD	100000.00	100000.00	100000.00		
6 03/31/2007	Annual Bonus	USD	300000.00	300000.00	300000.00		
7 03/31/2008	Annual Bonus	SGD					23104
8 03/31/2009	Annual Bonus	USD	200000.00	200000.00	140000.00	60000.00	76603
9 03/31/2010	Annual Bonus	USD	275000.00	275000.00	192500.00	82500.00	37686
10 04/01/2011	Annual Bonus	USD	120000.00	120000.00	120000.00		
11 04/01/2012	Annual Bonus	USD	110000.00	110000.00	110000.00		
12 04/01/2013	Annual Bonus	USD	100000.00	100000.00	100000.00		
13 04/01/2014	Annual Bonus	USD	80000.00	80000.00	80000.00		

Salaries as follows:

2009

- Wendy Ramos- Head of Shipping Group- Salary \$185,000
- Allan Bendixen- hired in 2009, as Senior Chartering Manager- Houston, he was paid 215,000 per year –at the time I was making usd \$185,000 as head of the Group.
- Eric Augustsson- hired in 2009 for London Office, and we fired him in 2014, his salary was 150,000 GBP at hiring –Title Senior Chartering Manager

2010

- Wendy Ramos- Head of Shipping Group- Salary \$195,000
- Vicki Oosthuizen- hired March 1 2010, Chartering Manager, salary GBP 125,000
- Allan Bendixen- hired in 2009, as Senior Chartering Manager- Houston, he was paid 215,000 per year –
- Eric Augustsson- hired in 2009 for London Office, and we fired him in 2014, his salary was \$150,000 GBP at hiring –Title Senior Chartering Manager

2011

- Wendy Ramos- Head of Shipping Group- Salary \$210,000
- Eric Augustsson- hired in 2009 for London Office, and we fired him in 2014, his salary was \$150,000 GBP at hiring

2012

- Wendy Ramos- Head of Shipping Group- Salary \$210,000
- Andrea Dixon – started September 4 2012, as Tanker Charter- Salary \$160,000
- Eric Augustsson- Senior Chartering Manager - hired in 2009 for London Office, and we fired him in 2014, his salary was \$150,000 GBP at hiring

2013

- Wendy Ramos- Head of Shipping Group- Salary \$225,000
- Andrea Dixon – started September 4 2012, as Tanker Charter- Salary \$160,000
- Eric Augustsson- Senior Chartering Manager - hired in 2009 for London Office, and we fired him in 2014, his salary was \$150,000 GBP at hiring

2014

- Wendy Ramos- Head of Shipping Group- Salary \$258,750
- Andrea Dixon – Salary- \$168,000
- Eric Augustsson- Senior Chartering Manager - hired in 2009 for London Office, and we fired him in 2014, his salary was \$150,000 GBP at hiring
- Mention Bonus that Erik got versus Vicki, because no one asked me for my opinion

2015

- Wendy Ramos- Head of Shipping Group- Salary \$258,750
- Eva Scheduler Pederson –Chartering Manager- \$287, 500 in London started in October 2015
- Andrea Dixon – Chartering Manager - Salary- \$175,000
- Luigi Trigilio- Chartering Manager-Stamford/ \$225,000 salary

2016

- Wendy Ramos- Head of Shipping Group- Salary \$258,750
- Eva Scheduler Pederson \$287, 500 in London in October 2015
- Luigi Trigilio- Chartering Manager-Stamford/ \$225,000 salary

- Andrea Dixon- Chartering Manager- Salary \$175,000

Regards,

Wendy Ramos

Tel: 203-363-7941/Mobile: 203-550-1027

Stampports Inc. Group Email: stampportsincshipping@thisisnoble.com

personal email: wramos@thisisnoble.com/website: www.thisisnoble.com

Noble Americas Corp. | Four Stamford Plaza 7th Floor | 107 Elm Street | Stamford, CT 06902

