

**IN THE UNITED STATES DISTRICT COURT FOR THE
DISTRICT OF MARYLAND**

JORGE COSTA)	
)	
Plaintiff,)	
)	
v.)	Case No. 8:26-cv-00501
)	
SERVICENOW, INC.)	
)	
Defendant.)	

DEFENDANT’S ANSWER TO COMPLAINT

Defendant ServiceNow, Inc. (“Defendant” or “ServiceNow”) by and through undersigned counsel, respectfully submits this Answer to Plaintiff Jorge Costa’s (“Plaintiff” or “Mr. Costa”) Complaint (“Complaint”) as follows:

COMPLAINT

Plaintiff Jorge Costa (“Plaintiff”), by and through undersigned counsel and the law firm of Zipin, Amster & Greenberg, LLC, hereby submits this Complaint against Defendant ServiceNow, Inc. (“Defendant” or “ServiceNow”) to recover damages under the Maryland Wage Payment and Collection Law (“MWPCCL”), Md. Code Ann., Lab. & Empl. §§ 3-501, *et seq.* and, alternatively, for unjust enrichment/quantum meruit and promissory estoppel. Plaintiff secured substantial sales for Defendant in 2024 and 2025. Plaintiff earned, and Defendant approved, payment of commissions stemming from those sales. However, Defendant has failed and refused to pay Plaintiff these commissions. Defendant manufactured reasons for refusing to pay these commissions simply because Defendant did not want to pay Plaintiff his sizable commissions earned. Defendant’s failure to pay Plaintiff all earned wages violated the MWPCCL.

ANSWER: Defendant admits that Plaintiff brings a claim under the Maryland Wage Payment and Collection Law, and in the alternative, claims of unjust enrichment/quantum meruit

and promissory estoppel. Except as specifically admitted, Defendant denies each and every remaining allegation in the preamble paragraph of the Complaint and further denies that Plaintiff is entitled to any relief or damages whatsoever.

PARTIES AND JURISDICTION

1. Plaintiff is an adult resident of the State of Maryland.

ANSWER: On information and belief, Defendant admits the allegations in Paragraph 1 of the Complaint.

2. Defendant is a corporation formed under the laws of the State of Delaware with its principal place of business in California.

ANSWER: Defendant admits the allegations in Paragraph 2 of the Complaint.

3. Pursuant to the foregoing, at all times relevant to this Complaint, Defendant was Plaintiff's "employer" and Plaintiff was Defendant's "employee" for purposes of the MWPCCL.

ANSWER: Defendant admits that Plaintiff is an employee of Defendant. Except as specifically admitted, Defendant denies each and every remaining allegation in Paragraph 3 of the Complaint.

4. Plaintiff has worked remotely for Defendant from his residence in the State of Maryland at all times relevant to Plaintiff's claims herein.

ANSWER: Defendant admits that Plaintiff works remotely for Defendant. Defendant lacks knowledge to form a belief as to the truth of the remaining allegations in Paragraph 4 of the Complaint and therefore denies the same.

5. Defendant provides services in the State of Maryland, employs workers in the State of Maryland, and is registered to do business in the State of Maryland.

ANSWER: Defendant admits the allegations in Paragraph 5 of the Complaint.

6. Personal jurisdiction is proper pursuant to Md. Code Ann., Cts. & Jud. Proc. § 6-102 and § 6-103.

ANSWER: Defendant admits that this Court has personal jurisdiction over the parties. Except as specifically admitted, Defendant denies each and every remaining allegation in Paragraph 6 of the Complaint.

7. Subject matter jurisdiction is proper pursuant to Md. Code Ann., Cts. & Jud. Proc. § 4-402.

ANSWER: The subject matter of this case is governed by an agreement by both parties to arbitrate, and as such, Defendant denies the allegations in Paragraph 7 of the Complaint.

8. Venue is proper pursuant to Md. Code Ann., Cts. & Jud. Proc. § 6-201.

ANSWER: This case is governed by an agreement by both parties to arbitrate, and as such, Defendant denies the allegations in Paragraph 8 of the Complaint.

FACTS

9. Defendant provides cloud software and artificial intelligence services. Defendant's website explains its business as "the AI control tower for business reinvention."

ANSWER: Defendant admits that it provides cloud software and artificial intelligence technology services. The allegation in the second sentence of Paragraph 9 of the Complaint purports to quote from a website, which speaks for itself. Defendant denies any allegations inconsistent with its text, and further denies each and every remaining allegation in Paragraph 9 of the Complaint.

10. Defendant has employed Plaintiff from approximately 2012 through the present. Plaintiff's current role (since January 2023) is Regional Strategic Partner Lead.

ANSWER: Defendant admits that it has employed Plaintiff from April 16, 2012 through the present. Except as specifically admitted, Defendant denies each and every remaining allegation in Paragraph 10 of the Complaint.

11. Plaintiff has worked in sales for decades.

ANSWER: Defendant lacks knowledge to form a belief as to the truth of the allegations in Paragraph 11 of the Complaint and therefore denies the same.

12. Plaintiff first accepted an offer of employment from Defendant in approximately 2012 in exchange for Defendant's promise to pay him a salary as well as commissions on his sales.

ANSWER: Defendant admits that Plaintiff was hired in 2012 into a sales role in which he would be paid a base salary and was eligible to earn commissions on sales. Except as specifically admitted, Defendant denies each and every remaining allegation in Paragraph 12 of the Complaint.

13. During Plaintiff's approximately 13.5 years of employment with Defendant, Defendant paid Plaintiff commissions on sales that Plaintiff influenced or sourced. Prior to 2024, Defendant never refused to pay Plaintiff a commission he had earned, including on the grounds that the commission was allegedly too sizable.

ANSWER: Defendant admits that Plaintiff has worked for Defendant for approximately 13.5 years. Defendant further admits that it has paid Plaintiff commissions on sales credited to Plaintiff pursuant to its sales compensation plan. Except as specifically admitted, Defendant denies each and every remaining allegation in Paragraph 13 of the Complaint.

14. Plaintiff's commissions are calculated based on the value of sales he contributed to and the extent to which Plaintiff has met or exceeded his annual sales quota. Prior to 2024,

Defendant never refused to pay Plaintiff a commission on the grounds that Plaintiff exceeded his sales quota. Defendant sets Plaintiff's sales quota annually.

ANSWER: Defendant admits that Plaintiff has annual sales quotas and Defendant paid Plaintiff commissions on sales credited to Plaintiff pursuant to its sales compensation plan. Except as specifically admitted, Defendant denies each and every remaining allegation in Paragraph 14 of the Complaint.

15. On or about September 24, 2024, Defendant "closed" a valuable sale to a Federal government entity. Defendant appraised the sale as worth \$7,301,040.00 in net new annual contract value. In other words, the sale increased the value of an existing contract by roughly \$7.3 million per year.

ANSWER: Defendant denies the allegations in Paragraph 15 of the Complaint.

16. Plaintiff "sourced" the September 24, 2024 transaction. "Sourcing" a transaction is one of two ways which entitle an employee to a commission from Defendant.

ANSWER: The allegations in Paragraph 16 are so vague and ambiguous that Defendant cannot form a belief as to their truth, and therefore denies the same.

17. Plaintiff's right to a commission on this sale was approved pursuant to the procedure established by Defendant.

ANSWER: Defendant denies the allegations in Paragraph 17 of the Complaint.

18. Defendant deems a commission payable once the transaction is "closed." After the transaction is "closed," the commission is entered into Defendant's commissions-tracking system, Varicent, where the employee can track how much he has earned and will be paid. Defendant pays commissions at the end of the first full month after the transaction is closed.

ANSWER: Defendant denies the allegations in Paragraph 18 of the Complaint.

19. Defendant recognized that this sale had been “closed” and that Plaintiff had “sourced” the sale by adding the value of the sale and the commission to which Plaintiff was entitled into Varicent.

ANSWER: Defendant denies the allegations in Paragraph 19 of the Complaint.

20. Defendant received full payment from the customer for this sale.

ANSWER: The allegations in Paragraph 20 are so vague and ambiguous that Defendant cannot form a belief as to their truth, and therefore denies the same.

21. Plaintiff met all the requirements for earning a commission on this September 24, 2024 sale according to Defendant’s 2024 Sales Compensation Plan.

ANSWER: Defendant denies the allegations in Paragraph 21 of the Complaint.

22. Plaintiff was entitled to a \$236,845.00 commission in connection with this sale. In fact, Defendant indicated that Plaintiff was entitled to this exact amount in Varicent.

ANSWER: Defendant denies the allegations in Paragraph 22 of the Complaint.

23. In November 2024, Plaintiff’s then-manager told Plaintiff that Defendant would not pay this commission because the Sales Compensation Department had concluded that Plaintiff had “overachieved to a degree that was outside normal” in relation to his sales quota. In other words, Defendant believed Plaintiff had made too much money. Notwithstanding that Plaintiff’s commission was only a small percentage of the revenue recognized and received by Defendant, Defendant made a “Prior Period Adjustments Payment” subtracting the \$246,845.00 from Plaintiff’s commission-related earnings in Varicent.

ANSWER: Defendant denies the allegations in Paragraph 23 of the Complaint.

24. In early May 2025, one of Defendant's executive officers told Plaintiff that there was not enough money allocated to Defendant's commissions "bucket" to pay Plaintiff the commission he had earned on this sale.

ANSWER: Defendant denies the allegations in Paragraph 24 of the Complaint.

25. On or about August 15, 2025, Defendant "closed" an even more valuable sale, which Defendant appraised as worth \$20,021,907.00. This sale was also to a Federal government agency.

ANSWER: Defendant denies the allegations in Paragraph 25 of the Complaint.

26. Plaintiff "sourced" the August 15, 2025 sale.

ANSWER: The allegations in Paragraph 26 are so vague and ambiguous that Defendant cannot form a belief as to their truth, and therefore denies the same.

27. Plaintiff's right to a commission on this sale was approved pursuant to the procedure established by Defendant.

ANSWER: Defendant denies the allegations in Paragraph 27 of the Complaint.

28. Defendant recognized that the sale had been "closed," and that Plaintiff had "sourced" the sale by entering the value of the sale and the commission to which Plaintiff was entitled into Varicent.

ANSWER: Defendant denies the allegations in Paragraph 28 of the Complaint.

29. Defendant received full payment from the customer for this sale.

ANSWER: The allegations in Paragraph 29 are so vague and ambiguous that Defendant cannot form a belief as to their truth, and therefore denies the same.

30. Plaintiff met all the requirements for earning a commission on this August 15, 2025 sale according to Defendant's 2025 Sales Compensation Plan.

ANSWER: Defendant denies the allegations in Paragraph 30 of the Complaint.

31. Plaintiff was entitled to a \$144,142.00 commission in connection with this sale. In fact, Defendant indicated that Plaintiff was entitled to this exact amount in Varicent.

ANSWER: Defendant denies the allegations in Paragraph 31 of the Complaint.

32. In September 2025, Kristen Carleton (Senior Manager, Sales Operation Management) sent an email to Plaintiff's supervisor and others stating that Defendant had placed a hold on Plaintiff's entitlement to this \$144,142.00 commission because Plaintiff had again "overperformed" in relation to his quota. Ms. Carleton recommended retroactively doubling Plaintiff's sales quota, which would ostensibly halve his already-earned commission.

ANSWER: The allegations in Paragraph 32 purport to derive from a written document, which speaks for itself. Defendant denies each and every allegation inconsistent with its text.

33. Defendant had set Plaintiff's sales quota at the start of 2025, and Plaintiff made sales in reliance thereon.

ANSWER: Defendant admits that Plaintiff had a sales quota set at the beginning of 2025. Defendant lacks knowledge to form a belief as to the truth of the remaining allegations in Paragraph 33 of the Complaint and therefore denies the same.

34. Defendant has repeatedly asked Plaintiff to sign a "Plan Acknowledgment Form" accepting this retroactively increased quota. Plaintiff has refused to sign such a form ostensibly consenting to this retroactive increase.

ANSWER: Defendant denies the allegations in Paragraph 34 of the Complaint.

35. Notwithstanding Plaintiff's refusal to accept and agree to the retroactive quota increase, Defendant has unilaterally implemented the retroactive increase. Defendant unilaterally

and retroactively adjusted Plaintiff's quota for the express purpose of decreasing his entitlement to a commission after Plaintiff had already earned it.

ANSWER: Defendant denies the allegations in Paragraph 35 of the Complaint.

36. Defendant has not paid any of Plaintiff's \$144,142.00 commission. Defendant has not even paid the portion of this commission that Plaintiff would be entitled to if Plaintiff agreed to the retroactive doubling of his sales quota.

ANSWER: Defendant denies the allegations in Paragraph 36 of the Complaint.

37. The 2024 Plan and 2025 Plan both provide "that earned commissions shall not be adversely affected retroactively." Despite this, Defendant retroactively nullified Plaintiff's two commissions after he had earned them.

ANSWER: The allegations in the first sentence of Paragraph 32 purport to derive from written documents, which speak for themselves. Defendant denies any allegation inconsistent with their text. Defendant further denies each and every remaining allegation in Paragraph 37 of the Complaint.

38. Plaintiff has demanded that Defendant pay all unpaid commissions, but Defendant has failed and refused to pay these commissions.

ANSWER: Defendant denies the allegations in Paragraph 38 of the Complaint.

39. Defendant's failure to pay Plaintiff the wages he rightfully earned, as required by the MWPCCL, was willful and intentional, not in good faith, and not the result of a *bona fide* dispute.

ANSWER: Defendant denies the allegations in Paragraph 39 of the Complaint.

CAUSES OF ACTION

COUNT I

**Violation of the Maryland Wage Payment and Collection Law
(Unpaid Wages)**

40. Plaintiff reasserts and re-alleges each and every allegation set forth above as though each was set forth herein.

ANSWER: Defendant reasserts and re-alleges each and every answer set forth above as though each was set forth herein.

41. Plaintiff was Defendant's "employee" pursuant to § 3-501 and § 3-502 of the MWPCCL.

ANSWER: The allegations in Paragraph 41 of the Complaint assert a legal conclusion to which no response is required. To the extent a response is required, Defendant admits that Plaintiff is an employee of Defendant.

42. Defendant was Plaintiff's "employer" pursuant to § 3-501 and § 3-502 of the MWPCCL.

ANSWER: The allegations in Paragraph 42 of the Complaint assert a legal conclusion to which no response is required. To the extent a response is required, Defendant admits that Defendant is Plaintiff's employer.

43. As Plaintiff's "employer," Defendant was obligated to pay Plaintiff all wages due for the work he performed.

ANSWER: The allegations in Paragraph 43 of the Complaint assert a legal conclusion to which no response is required. To the extent a response is required, Defendant admits that it is obligated to pay Plaintiff wages due for work performed as required by law.

44. The term "wage" under the MWPCCL includes "a commission." Md. Code Ann., Lab. & Empl. § 3-501(c)(2)(ii).

ANSWER: The allegations in Paragraph 44 purport to derive from a statute, which speaks for itself. Defendant denies any allegation inconsistent with the statutory text. Defendant further denies each and every remaining allegation in Paragraph 44 of the Complaint.

45. Plaintiff earned commissions stemming from the September 24, 2024 and August 15, 2025 sales that Plaintiff sourced. Defendant approved Plaintiff's right to a commission on these sales, and Plaintiff met all conditions for the commissions to be "earned" and payable.

ANSWER: Defendant denies the allegations in Paragraph 45 of the Complaint.

46. Notwithstanding this, Defendant manufactured reasons not to pay the commissions even though they had been earned.

ANSWER: Defendant denies the allegations in Paragraph 46 of the Complaint.

47. Defendant has refused and failed to pay commissions earned by Plaintiff.

ANSWER: Defendant denies the allegations in Paragraph 47 of the Complaint.

48. Defendant has failed to timely pay Plaintiff all earned "wages."

ANSWER: Defendant denies the allegations in Paragraph 48 of the Complaint.

49. At the present, Defendant has failed to pay Plaintiff \$246,845.00 for the commission he earned in 2024, and \$144,142.00 for the commission he earned in 2025.

ANSWER: Defendant denies the allegations in Paragraph 49 of the Complaint.

50. Defendant's failure and refusal to pay Plaintiff all wages due was not the result of any *bona fide* dispute.

ANSWER: Defendant denies the allegations in Paragraph 50 of the Complaint.

WHEREFORE, Defendant is liable to Plaintiff under Count I for unpaid wages, statutory damages in the amount of two-times Plaintiff's unpaid wages, pre- and post-judgment interest, attorney's fees, costs, and expenses of this action incurred as a result of Defendant's failure to pay

Plaintiff what was legally owed to him, and such other legal and equitable relief from Defendant's unlawful and willful conduct as the Court deems proper.

ANSWER: Defendant denies the allegations in the WHEREFORE paragraph under Count I, and further denies that Plaintiff is entitled to any relief or damages whatsoever.

COUNT II
Quantum Meruit/Unjust Enrichment

51. Plaintiff reasserts and re-alleges each and every allegation set forth above as though each was set forth herein.

ANSWER: Defendant reasserts and re-alleges each and every answer set forth above as though each was set forth herein.

52. Plaintiff raises this claim in the alternative to Count I.

ANSWER: Defendant admits that Plaintiff brings Count II in the alternative to Count I. Except as specifically admitted, Defendant denies each and ever remaining allegation in Paragraph 52 of the Complaint and further denies that Plaintiff is entitled to any relief or damages whatsoever.

53. Plaintiff has provided approximately 13.5 years' worth of services to Defendant.

ANSWER: Defendant admits that Plaintiff has been employed by Defendant for approximately 13.5 years. Except as specifically admitted, Defendant denies each and every remaining allegation in Paragraph 53 of the Complaint.

54. Plaintiff's services resulted in the two valuable sales at issue. These sales were closed on September 24, 2024 and August 15, 2025 and resulted in a total of \$27,322,947.00 in net new annual contract value for Defendant.

ANSWER: Defendant denies the allegations in Paragraph 54 of the Complaint.

55. Defendant promised to pay Plaintiff commissions for these sales, and Plaintiff expected to be paid commissions. However, Defendant has failed and refused to pay these

commissions, notwithstanding Defendant's receipt of valuable services far in excess of amounts paid to Plaintiff.

ANSWER: Defendant denies the allegations in Paragraph 55 of the Complaint.

56. Defendant had knowledge of the benefit conferred upon it during this period and knew that Plaintiff expected to be compensated for his excellent salesmanship. Plaintiff has asked Defendant to pay all outstanding commissions, and Defendant has refused to do so. Defendant's acceptance and retention of the benefits conferred upon it by Plaintiff make it inequitable and unjust for Defendant to retain these benefits without payment of Plaintiff's commissions.

ANSWER: Defendant denies the allegations in Paragraph 56 of the Complaint.

57. As a consequence of Defendant's failure to pay all of Plaintiff's earned commissions for services rendered by Plaintiff, and Defendant's receipt of considerable benefits beyond amounts paid, Plaintiff has suffered damages.

ANSWER: Defendant denies the allegations in Paragraph 57 of the Complaint.

WHEREFORE, Defendant is liable to Plaintiff under Count II in an amount to be proven at trial, plus interest (both pre- and post-judgment), the costs of this action, and any other and further relief this Court or a jury deems appropriate.

ANSWER: Defendant denies the allegations in the WHEREFORE paragraph under Count II, and further denies that Plaintiff is entitled to any relief or damages whatsoever.

COUNT III **Promissory Estoppel**

58. Plaintiff reasserts and re-alleges each and every allegation set forth above as though each was set forth herein.

ANSWER: Defendant reasserts and re-alleges each and every answer set forth above as though each was set forth herein.

59. Plaintiff raises this claim in the alternative to Count I.

ANSWER: Defendant admits that Plaintiff brings Count III in the alternative to Count I. Except as specifically admitted, Defendant denies each and every remaining allegation in Paragraph 59 of the Complaint and further denies that Plaintiff is entitled to any relief or damages whatsoever.

60. Defendant promised to pay Plaintiff commissions as part of his compensation.

ANSWER: Defendant denies the allegations in Paragraph 60 of the Complaint.

61. Defendant promised to pay Plaintiff commissions earned on the September 24, 2024 and August 15, 2025 sales by (i) issuing Defendant's 2024 and 2025 Sales Compensation Plans; (ii) approving the commissions; and (iii) entering the commission amounts into Varicent.

ANSWER: Defendant denies the allegations in Paragraph 61 of the Complaint.

62. Plaintiff reasonably expected that Defendant would pay him commissions on the transactions closed on or about September 24, 2024 and August 15, 2025. Plaintiff provided labor to Defendant with the expectation that he would be properly compensated for his work in accordance with the Parties' agreement. Plaintiff refrained from seeking out or accepting alternative employment in reliance on Defendant's promises.

ANSWER: Defendant denies the allegations in Paragraph 62 of the Complaint.

63. Defendant has refused and failed to pay Plaintiff all earned commissions.

ANSWER: Defendant denies the allegations in Paragraph 63 of the Complaint.

64. As a consequence of Defendant's failure to pay all promised commissions for services rendered by Plaintiff, Plaintiff has suffered damages.

ANSWER: Defendant denies the allegations in Paragraph 64 of the Complaint.

WHEREFORE, Defendant is liable to Plaintiff under Count III in an amount to be proven at trial, plus interest (both pre- and post-judgment), the costs of this action, and any other and further relief this Court or a jury deems appropriate.

ANSWER: Defendant denies the allegations in the WHEREFORE paragraph under Count II, and further denies that Plaintiff is entitled to any relief or damages whatsoever.

JURY TRIAL DEMAND

Plaintiffs demand a trial by jury on all issues so triable.

ANSWER: Defendant admits that Plaintiff has demanded a trial by jury.

GENERAL DENIAL

Defendant denies all allegations of the Complaint that are not specifically admitted above.

DENIAL OF HEADINGS

Defendant has restated in this Answer the headings as they appear in the Complaint. To the extent the headings purport to assert any factual allegations or legal conclusions, they are denied in their entirety.

DEFENDANT'S AFFIRMATIVE DEFENSES

Defendant alleges the following separate and affirmative defenses to each and every cause of action alleged in the Complaint. By alleging the defenses set forth below, Defendant does not agree or admit that it has the burden of proof, persuasion, or production with respect to any elements of any defense, or that Plaintiff has properly asserted any cause of action against Defendant.

FIRST AFFIRMATIVE DEFENSE

This Court lacks jurisdiction over this action as the Complaint and each cause of action contained therein is subject to a binding arbitration agreement.

SECOND AFFIRMATIVE DEFENSE

The Complaint and each cause of action contained therein fails to state facts sufficient to constitute a cause of action against Defendant.

THIRD AFFIRMATIVE DEFENSE

All actions of Defendant in this matter were made in good faith and for legitimate, lawful reasons.

FOURTH AFFIRMATIVE DEFENSE

All Counts of the Complaint are barred in whole or in part to the extent Plaintiff is seeking to recover damages that are speculative in nature.

FIFTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred, in whole or in part, because Defendant paid Plaintiff all wages owed.

SIXTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred, in whole or in part, because any alleged commissions that were not paid were discretionary in nature.

SEVENTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred, in whole or in part, because Plaintiff was not entitled to the alleged unpaid commissions under applicable law.

EIGHTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred, in whole or in part, because Defendant made no promise to pay Plaintiff the alleged unpaid commissions, nor did he reasonably rely on such a promise.

NINTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred, in whole or in part, to the extent Plaintiff and every person on whose behalf relief is sought made misrepresentations to Defendant.

TENTH AFFIRMATIVE DEFENSE

Certain amounts sought to be recovered in this action are subject to an offset and/or set-off and/or recoupment and, therefore, barred in whole or in part.

ELEVENTH AFFIRMATIVE DEFENSE

Plaintiff's alleged injuries were not proximately caused by any unlawful policy, custom, practice and/or procedure promulgated and/or tolerated by Defendant.

TWELFTH AFFIRMATIVE DEFENSE

Defendant denies that it violated any federal or local laws or damaged Plaintiff and denies that Plaintiff is entitled to any damages in this case. Nonetheless, to the extent Plaintiff may be entitled to damages, those damages must be reduced because of their failure to mitigate some or all of their damages.

THIRTEENTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred because any acts or omissions of Defendant was at all times legal and authorized by law.

FOURTEENTH AFFIRMATIVE DEFENSE

In the event that Defendant discovers any after-acquired evidence, Plaintiff's claims against Defendant and/or the relief sought by Plaintiff against Defendant would be barred by the doctrine of after-acquired evidence.

FIFTEENTH AFFIRMATIVE DEFENSE

Plaintiff has not suffered any loss and Defendant has not been unjustly enriched as a result of any action or inaction of Defendant or its agents.

SIXTEENTH AFFIRMATIVE DEFENSE

Plaintiff's claims would result in Plaintiff receiving more value than to which he is entitled.

SEVENTEENTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred by the doctrines of waiver, estoppel, laches, and/or unclean hands.

EIGHTEENTH AFFIRMATIVE DEFENSE

Defendant's alleged actions were not willful. Defendant did not know, or show reckless disregard for, whether its conduct violated federal or local law. At all times, Defendant acted in good faith and believed then and believes now that its actions fully comply with the law.

NINETEENTH AFFIRMATIVE DEFENSE

In the event this Court finds that Defendant violated the law, punitive damages are not recoverable in this case because Defendant at all times acted in good faith and Defendant had reasonable grounds for believing that its actions or omissions were not a violation of the law.

TWENTIETH AFFIRMATIVE DEFENSE

Defendant has fully performed any contractual, statutory or other duties allegedly owed to Plaintiff, other than those which have been excused or discharged.

RESERVATION OF RIGHTS

Defendant presently has insufficient knowledge or information upon which to form a belief as to whether it may have additional, as yet unknown, affirmative defenses. Defendant reserves herein the right to assert additional affirmative defenses in the event discovery indicates it would be appropriate.

Dated: February 13, 2026

Respectfully submitted,

/s/ Denise E. Giraudó

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Counsel for Defendant

CERTIFICATE OF SERVICE

I hereby certify that on this 13th day of February, 2026, a copy of the foregoing was served via the Court's electronic filing system ("ECF") and via First-Class Mail, postage prepaid, on the following:

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/s/ Denise E. Giraudo

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