

Lockheed denies each and every such allegation contained in paragraphs 1 through 133 of the First Amended Complaint, the Prayer for Relief, and each and every such remaining allegation contained in or construed to be contained in the First Amended Complaint. Nothing in Lockheed's Answer can be construed as an appearance on behalf of the Unidentified Subsidiaries or a waiver of any defenses they would assert at the required time if properly served and properly before the Court.

1. To the extent that paragraph 1 of the First Amended Complaint contains or is intended to contain factual allegations to which any response is required, Lockheed denies that the Plaintiff has any actionable claims, denies that the members of the putative classes, the existence of which is expressly denied, are similarly situated either to the Plaintiff or each other, and denies that the Plaintiff has met or can meet the requirements for a class action. Lockheed further denies that "Lockheed Martin Corporation and its wholly owned or controlled subsidiaries," which subsidiaries are not identified, may be characterized as a single entity or, collectively, as a proper defendant in this action, that "Lockheed" in this Answer refers to any entity other than Lockheed Martin Corporation, and denies each and every remaining allegation contained in paragraph 1 of the First Amended Complaint.

2. To the extent that paragraph 2 of the First Amended Complaint contains or is intended to contain factual allegations to which any response is required, Lockheed lacks knowledge or information sufficient to form a belief as to the truth of the allegations regarding the Plaintiff's intentions in bringing this action, and therefore denies each and every such allegation, denies that the Plaintiff or the members of the putative class(es) are entitled to any relief whatsoever, including injunctive relief, "losses," and punitive damages, and denies each

and every remaining allegation contained in paragraph 2 of the Complaint, including specifically the existence of any “class.”

3. Upon information and belief, and relying solely on the representations of the Plaintiff, Lockheed admits the allegations contained in paragraph 3 of the First Amended Complaint.

4. Upon information and belief, and relying solely on the representations of the Plaintiff, Lockheed admits the allegations contained in paragraph 4 of the First Amended Complaint.

5. Lockheed answers the compound allegations contained in paragraph 5 of the First Amended Complaint as follows: Lockheed admits that its headquarters are in Bethesda, Maryland, that it has at various times operated in multiple cities in multiple states, and has been, at various times, the largest supplier of various services to the United States government, and that it maintains a website at www.lockheedmartin.com; however, to the extent that the Plaintiff purports to represent or to characterize the content of the website or the website itself, or any reports, which websites and reports speak for themselves and must be read in their entirety, Lockheed denies each and every such allegation and each and every remaining allegation contained in paragraph 5 of the First Amended Complaint.

6. Lockheed admits the allegations contained in paragraph 6 of the First Amended Complaint.

7. Paragraph 7 of the First Amended Complaint sets forth the Plaintiff’s conclusions of law as to which no response is necessary, and Lockheed thus leaves the Plaintiff to her proofs. To the extent that an answer to any factual allegation construed to be contained therein is deemed to be required, Lockheed admits that it has employed more than 500 employees at various times

and otherwise denies each and every remaining allegation contained in paragraph 7 of the First Amended Complaint.

8. Paragraph 8 of the First Amended Complaint sets forth the Plaintiff's conclusions of law as to which no response is necessary and Lockheed thus leaves the Plaintiff to her proofs. To the extent that an answer to any factual allegation construed to be contained therein is deemed to be required, the allegation is so broad and vague as not to permit Lockheed to frame a response, and therefore Lockheed denies each and every allegation contained in paragraph 8 of the First Amended Complaint.

9. In response to paragraph 9 of the First Amended Complaint, Lockheed incorporates its answers and defenses to paragraphs 1 through 8 of the First Amended Complaint as if fully set forth herein.

10. Paragraph 10 of the First Amended Complaint sets forth the Plaintiff's conclusions of law as to which no response is necessary, and Lockheed thus leaves the Plaintiff to her proofs. To the extent that an answer to any factual allegation construed to be contained therein is deemed to be required, Lockheed answers that the First Amended Complaint speaks for itself and must be read in its entirety, and denies each and every allegation contained in paragraph 10 of the First Amended Complaint.

11. Paragraph 11 of the First Amended Complaint sets forth the Plaintiff's conclusions of law as to which no response is necessary, and Lockheed thus leaves the Plaintiff to her proofs. To the extent that an answer is deemed to be required to any factual allegation construed to be contained therein, Lockheed answers that the First Amended Complaint purports to assert claims arising under Title VII, over which the Court would have jurisdiction, but the First Amended Complaint speaks for itself and must be read in its entirety regarding whether the

Plaintiff has stated such claims, which Lockheed denies. Except as admitted, Lockheed denies each and every allegation contained in paragraph 11 of the First Amended Complaint.

12. Paragraph 12 of the First Amended Complaint sets forth the Plaintiff's conclusions of law as to which no response is necessary, and Lockheed thus leaves the Plaintiff to her proofs. To the extent that an answer is deemed to be required to any factual allegation construed to be contained therein, Lockheed admits that it transacts business and may be found in the District and that the Plaintiff has been employed in this District. Except as admitted, Lockheed denies each and every allegation contained in paragraph 12 of the First Amended Complaint.

13. To the extent that paragraph 13 of the First Amended Complaint sets forth the Plaintiff's conclusions of law as to which no response is necessary, Lockheed leaves the Plaintiff to her proofs. To the extent that an answer is deemed to be required to any factual allegation construed to be contained therein, Lockheed responds to the compound allegations of paragraph 13 as follows: Lockheed admits that the Plaintiff filed various Charges of Discrimination with the Equal Employment Opportunity Commission and that the EEOC issued Notices of Right to Sue with respect to certain, but not all, of such Charges, each of which documents speaks for itself and must be read in its entirety. Except as admitted, Lockheed denies each and every remaining allegation contained in paragraph 13 of the First Amended Complaint, including specifically to the extent that any of these allegations would purport to establish that the Plaintiff has met the conditions for a class action.

14. To the extent that paragraph 14 of the First Amended Complaint contains or is intended to contain factual allegations to which any response is required, Lockheed denies that the Plaintiff has any actionable claims, denies the existence of "the Class," denies that this action

is appropriate for class treatment, and denies each and every remaining allegation contained in paragraph 14 of the First Amended Complaint.

15. To the extent that paragraph 15 of the First Amended Complaint contains or is intended to contain factual allegations to which any response is required, Lockheed denies that the Plaintiff has any actionable claims, denies the existence of “the Subclass of the Class,” denies that this action is appropriate for class treatment, and denies each and every remaining allegation contained in paragraph 15 of the First Amended Complaint.

16. Lockheed denies each and every allegation contained in paragraph 16 of the First Amended Complaint, and denies expressly the existence of “the Class and the Subclass.”

17. Lockheed denies each and every allegation contained in paragraph 17 of the First Amended Complaint, including those contained in subparts a) through d), and denies expressly the existence of “the Class and the Subclass.”

18. Lockheed denies each and every allegation contained in paragraph 18 of the First Amended Complaint, and denies expressly the existence of “the Class and Subclass.”

19. Lockheed denies each and every allegation contained in paragraph 19 of the First Amended Complaint, and denies expressly the existence of “the Class and Subclass.”

20. Lockheed denies each and every allegation contained in paragraph 20 of the First Amended Complaint, and denies expressly the existence of “the Class and Subclass.”

21. Lockheed denies each and every allegation contained in paragraph 21 of the First Amended Complaint, and denies expressly the existence of “the Class and Subclass.”

22. Lockheed lacks knowledge or information sufficient to form a belief as to the truth of the allegations about those problems of which the “Plaintiffs” [sic] may be aware that would militate against the maintenance of this action as a class action, and thus denies those

allegations and leaves the Plaintiff to her proofs on those allegations. Except as admitted, Lockheed denies each and every allegation contained in paragraph 22 of the First Amended Complaint.

23. In response to paragraph 23 of the First Amended Complaint, Lockheed incorporates its answers and defenses to paragraphs 1 through 22 of the First Amended Complaint as if fully set forth herein.

24. Lockheed answers the compound allegations of paragraph 24 of the First Amended Complaint as follows: Lockheed admits that it is organized into various areas and units, and has at certain times named such areas as alleged; that it has at various times employed thousands of employees, including at various locations in the United States; and that it has been, at various times, the largest supplier of various services to the United States government. Lockheed cannot frame a response to the Plaintiff's vague and undefined allegation of "common," policies, practices, and procedures, and therefore denies that allegation. Except as admitted, Lockheed denies each and every allegation contained in paragraph 24 of the First Amended Complaint.

25. Lockheed answers the compound allegations of paragraph 25 of the First Amended Complaint as follows: Lockheed admits that from time to time it has used job designations, including designations "L" and "E;" that in some instances the "E" designates an exempt position; and that "L" can designate a leadership position. Except as admitted, Lockheed denies each and every allegation contained in paragraph 25 of the First Amended Complaint, and expressly denies the existence of the "Class."

26. Lockheed answers the compound allegations of paragraph 26 of the First Amended Complaint as follows: Lockheed admits that it has at various times categorized certain

employee positions by grade level and has used the letters “L” and “E” and various numerals to designate certain positions, and that Level 7 positions are generally considered to be Director level positions. Except as admitted, Lockheed denies each and every allegation contained in paragraph 26 of the First Amended Complaint.

27. Lockheed admits the allegations contained in paragraph 27 of the First Amended Complaint.

28. Lockheed cannot frame a response to the allegations contained in paragraph 28 of the First Amended Complaint pertaining to vague and undefined “attendees,” “available information,” and “estimates,” and the characterizations of “gender identity” and “traditionally female departments,” and therefore denies each and every such allegation, as well as each and every remaining allegation contained in paragraph 28 of the First Amended Complaint.

29. Lockheed answers the compound allegations of paragraph 29 of the First Amended Complaint as follows: Lockheed admits that its Corporate business area has a human resources function that has involvement with certain policies and procedures, pay information, and data and information, the content of which must be read in its entirety and speaks for itself. Except as admitted, Lockheed denies each and every allegation contained in paragraph 29 of the First Amended Complaint.

30. Lockheed answers the compound allegations contained in paragraph 30 of the First Amended Complaint as follows: Lockheed admits that it maintains a corporate intranet, parts of which are available only to a defined group of persons, the content of which speaks for itself and must be viewed in its entirety, including with respect to any posted human resources procedures and guidelines, which are applicable to various employees only according to their terms; and that it has at various times employed a program named HR Metrics for various

purposes. Except as admitted, Lockheed denies each and every allegation contained in paragraph 30 of the First Amended Complaint.

31. Lockheed denies each and every allegation contained in paragraph 31 of the First Amended Complaint.

32. Lockheed answers the compound allegations contained in paragraph 32 of the First Amended Complaint as follows: Lockheed has, at times, employed a program entitled FOCUS. Except as admitted, Lockheed denies each and every allegation contained in paragraph 32 of the First Amended Complaint.

33. Lockheed answers the compound allegations contained in paragraph 33 as follows: Lockheed has at various times employed an electronic database called “LM People” to store records, including certain compensation records, for certain employees, and has, at various times and locations, used an online tool called FOCUS as part of an annual compensation review. Except as admitted, Lockheed denies each and every allegation contained in paragraph 33 of the First Amended Complaint.

34. Lockheed cannot frame a response to the allegations contained in paragraph 34 of the First Amended Complaint pertaining to the Plaintiff’s vague and undefined “leaders and functional representatives” and “hiring responsibilities” and therefore denies each and every such allegation. Lockheed further denies each and every remaining allegation contained in paragraph 34 of the First Amended Complaint.

35. Lockheed denies each and every allegation contained in paragraph 35 of the First Amended Complaint.

36. Lockheed answers the compound allegations contained in paragraph 36 of the First Amended Complaint as follows: Lockheed admits that it has maintained at various times a

policy designated CPS-521, which policy speaks for itself and must be read in its entirety and in conjunction with any and all incorporated and other relevant writings. Except as admitted, Lockheed denies each and every allegation contained in paragraph 36 of the First Amended Complaint, expressly including the Plaintiff's characterization of CPS-521.

37. Lockheed answers the compound allegations contained in paragraph 37 of the First Amended Complaint as follows: Lockheed admits that it maintains a corporate intranet, parts of which are available only to a defined group of persons, the content of which speaks for itself and must be viewed in its entirety, including with respect to any job posting resources and the operation of any posting or application functions, applicable only according to their terms; that it has at various times used the term "LM Careers;" and that it has maintained at various times a policy designated CPS-521, which policy speaks for itself and must be read in its entirety and in conjunction with any and all incorporated and other relevant writings. Except as admitted, Lockheed denies each and every allegation contained in paragraph 37 of the First Amended Complaint, expressly including the Plaintiff's characterization of CPS-521.

38. Lockheed answers the compound allegations contained in paragraph 38 of the First Amended Complaint as follows: Lockheed admits that has maintained at various times a policy designated CPS-521, which policy speaks for itself and must be read in its entirety and in conjunction with any and all incorporated and other relevant writings. Except as admitted, Lockheed denies each and every allegation contained in paragraph 38 of the First Amended Complaint expressly including the Plaintiff's characterization of CPS-521.

39. Lockheed denies each and every allegation contained in paragraph 39 of the First Amended Complaint.

40. Lockheed answers the compound allegations contained in paragraph 40 of the First Amended Complaint as follows: Lockheed admits that various business areas and various business units may or may not utilize various talent assessment and development methods. Except as admitted, Lockheed denies each and every allegation contained in paragraph 40 of the First Amended Complaint.

41. Lockheed denies each and every allegation contained in paragraph 41 of the First Amended Complaint.

42. Lockheed denies each and every allegation contained in paragraph 42 of the First Amended Complaint.

43. Lockheed denies each and every allegation contained in paragraph 43 of the First Amended Complaint.

44. Lockheed denies each and every allegation contained in paragraph 44 of the First Amended Complaint.

45. Lockheed denies each and every allegation contained in paragraph 45 of the First Amended Complaint.

46. Lockheed denies each and every allegation contained in paragraph 46 of the First Amended Complaint, and expressly denies the existence of “the Class.”

47. Lockheed denies each and every allegation contained in paragraph 47 of the First Amended Complaint.

48. Lockheed denies each and every allegation contained in paragraph 48 of the First Amended Complaint, including subparts a) and b).

49. Lockheed answers the compound allegations contained in paragraph 49 of the First Amended Complaint as follows: Lockheed admits that Mr. Wylong replaced Ms. Raymond

and was replaced by Mr. Bellino, who was not a college graduate, and that Ms. McLoda was assigned to a Director-level position. Except as admitted, Lockheed denies each and every allegation contained in paragraph 49 of the First Amended Complaint.

50. Lockheed answers the compound allegations contained in paragraph 50 of the First Amended Complaint as follows: Lockheed admits that it has had at various times diversity leads in each business area, and that Ms. Mayfield currently serves in that capacity for one business area. Except as admitted, Lockheed denies each and every allegation contained in paragraph 50 of the First Amended Complaint.

51. Lockheed denies each and every allegation contained in paragraph 51 of the First Amended Complaint, including all subparts.

52. Lockheed denies each and every allegation contained in paragraph 52 of the First Amended Complaint.

53. Lockheed answers the compound allegations contained in paragraph 53 of the First Amended Complaint as follows: Lockheed admits that the Plaintiff is employed at a Level 6 job grade. Except as admitted, Lockheed denies each and every allegation contained in paragraph 53 of the First Amended Complaint.

54. Lockheed answers the compound allegations contained in paragraph 54 of the First Amended Complaint as follows: Lockheed admits and answers that: (i) the Plaintiff has worked for Lockheed at various times over the past 20 or more years; (ii) she was employed as a Level 4 Procurement Engineer from approximately February 2003 until April 2004; (iii) she was promoted to a Level 5 Program Manager position (which was paid on the G pay band) in April 2004; (iv) she was then promoted to a Level 6 Senior Manager, Subcontract Administration position paid on the L pay band and reporting to Douglas Goerke, Director of Sourcing, and

worked in New Jersey during this period; (v) she applied for various positions within Lockheed; (vi) Daniel Feeney has held positions within Electronic Systems, Space Systems, IS&GS and Aeronautics, including a Senior Program Manager position within IS&GS and a Director of Subcontract Program Management position at the Corporate Headquarters; and (vii) the Plaintiff did not obtain the referenced position in March 2008. Except as admitted, Lockheed denies each and every allegation contained in paragraph 54 of the First Amended Complaint.

55. Lockheed answers the compound allegations contained in paragraph 55 of the First Amended Complaint as follows: Lockheed admits that after the Plaintiff applied for the referenced position she was promoted from a Level 5 Program Management position (paid on the G pay band) to a Level 6 SCA position (paid on the L pay band); and that certain positions in the L pay band may have lower salary ranges than certain of the positions in the G pay band. Except as admitted, Lockheed denies each and every allegation contained in paragraph 55 of the First Complaint.

56. Lockheed answers the compound allegations contained in paragraph 56 of the First Amended Complaint as follows: Lockheed admits that the Plaintiff is paid on the pay band for SCAs; that the SCA pay band is now different from the SPM pay band; and that at one time the pay bands for SCA and SPM positions were the same. Except as admitted, Lockheed denies each and every allegation contained in paragraph 56 of the First Amended Complaint.

57. Lockheed answers the compound allegations contained in paragraph 57 of the First Amended Complaint as follows: Lockheed lacks knowledge or information sufficient to form a belief as to the truth of the allegations pertaining to the Plaintiff's state of mind, and therefore denies each and every such allegation and leaves the Plaintiff to her proofs on these allegations; Lockheed admits that the Plaintiff received a performance review in 2005, which

document speaks for itself and must be read in its entirety, but denies each and every allegation characterizing those documents and inferences the Plaintiff draws from them. Except as admitted, Lockheed denies each and every allegation contained in paragraph 57 of the First Amended Complaint.

58. Lockheed admits that the Plaintiff spoke with Mr. Goerke about her pay band, but denies each and every remaining allegation contained in paragraph 58 of the First Amended Complaint.

59. Lockheed answers the compound allegations contained in paragraph 59 of the First Amended Complaint as follows: Lockheed admits that Joseph Gonsiewski served as the Director of Operations and Facilities (Level 7) reporting to Jim Thomas, Vice-President of Operations and Supply Chain Management within Electronic Systems; that Doug Goerke also reported to Jim Thomas; and that Mr. Gonsiewski told Plaintiff he was leaving his then current position. Except as admitted, Lockheed denies each and every allegation contained in paragraph 59 of the First Amended Complaint.

60. Lockheed answers the compound allegations contained in paragraph 60 of the First Amended Complaint as follows: Lockheed admits that Mr. Fiorentini met with the Plaintiff. Except as admitted, Lockheed denies each and every allegation contained in paragraph 60 of the First Amended Complaint.

61. Lockheed denies each and every allegation contained in paragraph 61 of the First Amended Complaint.

62. Lockheed denies each and every allegation contained in paragraph 62 of the First Amended Complaint.

63. Lockheed answers the compound allegations contained in paragraph 63 of the

First Amended Complaint as follows: Lockheed lacks knowledge or information sufficient to form a belief as to the truth of the allegations as to when the Plaintiff learned that Bob O'Brien was hired to replace Mr. Gonsiewski and thus denies those allegations and leaves the Plaintiff to her proofs on these allegations. Lockheed admits that Jim Thomas was one of the individuals involved in hiring Mr. O'Brien into a Director of Operations and Facilities position, that Mr. O'Brien previously had worked in the MS2 business unit of Electronic Services, and that the Plaintiff was not interviewed for the position. Except as admitted, Lockheed denies each and every allegation contained in paragraph 63 of the First Amended Complaint.

64. Lockheed answers the compound allegations contained in paragraph 64 of the First Amended Complaint as follows: Lockheed lacks knowledge or information sufficient to form a belief as to the truth of the allegation as to the Plaintiff's dinner companion, and thus denies that allegation and leaves the Plaintiff to her proofs on that allegation. Lockheed admits that the Plaintiff attended a meeting in Virginia in July 2006. Except as admitted, Lockheed denies each and every allegation contained in paragraph 64 of the First Amended Complaint.

65. Lockheed answers the compound allegations contained in paragraph 65 of the First Amended Complaint as follows: Lockheed admits that the Plaintiff applied for a Level 6 Senior Manager, Subcontract Management position in IS&GS; that the minimum salary for the position was higher than her then-current salary; that Brad Magro participated in the hiring decision; that the Plaintiff was not interviewed for the position; and that Daniel Feeney was hired for the position. Except as admitted, Lockheed denies each and every allegation contained in paragraph 65 of the First Amended Complaint.

66. Lockheed answers the compound allegations contained in paragraph 66 of the First Amended Complaint as follows: Lockheed lacks knowledge or information sufficient to

form a belief as to the truth of the allegations as to when or how the Plaintiff learned that David Zalewski had vacated his Director level position in the Material Acquisition Center Mid-Atlantic Region within the Electronic Systems business area, and thus denies those allegations and leaves the Plaintiff to her proofs on these allegations. Lockheed admits that the Level 7 position was later changed to a Level 6 position, that Phil Goslin participated in the hiring decision, and that Michael Lubrano was hired into the position. Except as admitted, Lockheed denies each and every allegation contained in paragraph 66 of the First Amended Complaint.

67. Lockheed admits that the Plaintiff received a performance review, which document speaks for itself and must be read in its entirety and in conjunction with any and all incorporated writings. Except as admitted, Lockheed denies each and every allegation contained in paragraph 67 of the First Amended Complaint, expressly including the Plaintiff's characterization of the referenced performance review.

68. In response to the compound allegations contained in paragraph 68 of the First Amended Complaint, Lockheed answers as follows: Lockheed admits that the Plaintiff showed Mr. Goerke a SPM position description from IS&S, which document speaks for itself and must be read in its entirety and in conjunction with any and all incorporated writings. Except as admitted, Lockheed denies each and every allegation contained in paragraph 68 of the First Amended Complaint, expressly including the Plaintiff's characterization of the referenced performance review.

69. Lockheed answers the compound allegations contained in paragraph 69 of the First Amended Complaint as follows: Lockheed lacks knowledge or information sufficient to form a belief as to the truth of the allegations as to conversations the Plaintiff had with a coworker and the coworker's state of mind, and thus denies those allegations and leaves the

Plaintiff to her proofs on these allegations. Except as admitted, Lockheed denies each and every allegation contained in paragraph 69 of the First Amended Complaint.

70. In response to the compound allegations contained in paragraph 70 of the First Amended Complaint, Lockheed answers as follows: Lockheed lacks knowledge or information sufficient to form a belief as to the truth of the allegations as to what the Plaintiff did or learned, and thus denies those allegations and leaves the Plaintiff to her proofs on those allegations; Lockheed denies the Plaintiff's characterizations of referenced documents, which documents speak for themselves and must be read in their entirety and in conjunction with any and all incorporated writings. Except as admitted, Lockheed denies each and every allegation contained in paragraph 70 of the First Amended Complaint.

71. Lockheed denies each and every allegation contained in paragraph 71 of the First Amended Complaint.

72. In response to the compound allegations contained in paragraph 72 of the First Amended Complaint, Lockheed answers as follows: Lockheed admits that the Plaintiff advised Mr. Thomas that she wanted a stretch assignment and was interested in obtaining any Director level position, and answers further that Mr. Thomas agreed to help the Plaintiff attempt to find a mentor. Except as admitted, Lockheed denies each and every allegation contained in paragraph 72 of the First Amended Complaint.

73. In response to the compound allegations contained in paragraph 73 of the First Amended Complaint, Lockheed answers as follows: Lockheed admits that the Plaintiff expressed her interest in a Director-level position in Mr. Broadbent's organization that Mr. O'Brien previously had held, that Mr. Holden suggested Plaintiff express her interest directly to Mr.

Broadbent and Ms. Williams, and that the Plaintiff did so. Except as admitted, Lockheed denies each and every allegation contained in paragraph 73 of the First Amended Complaint.

74. In response to the compound allegations contained in paragraph 74 of the First Amended Complaint, Lockheed answers as follows: Lockheed admits that Mr. Broadbent explained to the Plaintiff why she was not interviewed or selected for the position and that she responded by questioning Mr. Broadbent's qualifications to hold the position he held and whether women were considered for the position. Except as admitted, Lockheed denies each and every allegation contained in paragraph 74 of the First Amended Complaint.

75. In response to the compound allegations contained in paragraph 75 of the First Amended Complaint, Lockheed answers as follows: Lockheed admits that the Plaintiff discussed with Mr. Holden her disappointment in not receiving the position in Mr. Broadbent's organization and that she showed him Mr. Broadbent's organizational chart and pointed out the gender of the individuals. Except as admitted, Lockheed denies each and every allegation contained in paragraph 75 of the First Amended Complaint.

76. Lockheed admits that the Plaintiff received a performance review, which document speaks for itself and must be read in its entirety and in conjunction with any and all incorporated writings. Except as admitted, Lockheed denies each and every allegation contained in paragraph 76 of the First Amended Complaint.

77. Lockheed answers the compound allegations contained in paragraph 77 of the First Amended Complaint as follows: Lockheed lacks knowledge or information sufficient to form a belief as to the truth of the allegations as to what and when the Plaintiff learned about the referenced position, and thus denies those allegations and leaves the Plaintiff to her proofs on those allegations. Lockheed admits that Mr. Morris formerly served as a Senior Manager in

Manassas and was hired into a position in MS2 in Moorestown, New Jersey. Except as admitted, Lockheed denies each and every allegation contained in paragraph 77 of the First Amended Complaint.

78. In response to the compound allegations contained in paragraph 78 of the First Amended Complaint, Lockheed answers as follows: Lockheed admits that the Plaintiff applied for a Level 6 Principal Project Specialist position reporting to Mr. Wylong, that she was interviewed by two individuals, that Mr. Wylong participated in the decision about whom to hire, and that Mr. Garner was selected for the position. Except as admitted, Lockheed denies each and every allegation contained in paragraph 78 of the First Amended Complaint.

79. In response to the compound allegations contained in paragraph 79 of the First Amended Complaint, Lockheed answers as follows: Lockheed lacks knowledge or information sufficient to form a belief as to the truth of the allegations as to what and when the Plaintiff learned about the referenced position, and thus denies those allegations and leaves the Plaintiff to her proofs on those allegations; Lockheed admits that Mr. Hatch participated in the decision to hire Mr. Feeney from a position in IS&GS into a Director level position in the Corporate Enterprise entity, and that such opening was not posted on LM People. Except as admitted, Lockheed denies each and every allegation contained in paragraph 79 of the First Amended Complaint.

80. In response to the compound allegations contained in paragraph 80 of the First Amended Complaint, Lockheed answers as follows: Lockheed lacks knowledge or information sufficient to form a belief as to the truth of the allegations as to what and when the Plaintiff learned about the referenced position, and thus denies those allegations and leaves the Plaintiff to her proofs on those allegations. Lockheed admits that the Plaintiff applied for a position

reporting to Mr. Broadbent, that Mr. Engle reports to Broadbent, that Mr. Hickey received a position with the grade 6G, that Mr. Roche and Mr. Reuter participated in the decision-making process, and that Mr. Reuter reports to Mr. Dothard. Except as admitted, Lockheed denies each and every allegation contained in paragraph 80 of the First Amended Complaint.

81. In response to the compound allegations contained in paragraph 81 of the First Amended Complaint, Lockheed answers as follows: Lockheed lacks knowledge or information sufficient to form a belief as to the truth of the allegations as to what and when the Plaintiff learned about the referenced position, and thus denies those allegations and leaves the Plaintiff to her proofs on those allegations. Lockheed admits that Lee Withington was hired from Aeronautics into the Corporate Group. Except as admitted, Lockheed denies each and every allegation contained in paragraph 81 of the First Amended Complaint.

82. In response to the compound allegations contained in paragraph 82 of the First Amended Complaint, Lockheed answers as follows: Lockheed lacks knowledge or information sufficient to form a belief as to the truth of the allegations as to what and when the Plaintiff learned about the referenced position, and thus denies those allegations and leaves the Plaintiff to her proofs on those allegations. Lockheed admits that the Plaintiff expressed interest in an open Director position, which was to report to John Hatch, and that the Plaintiff asked Mr. Goerke to speak to Mr. Hatch about her for the position. Except as admitted, Lockheed denies each and every allegation contained in paragraph 82 of the First Amended Complaint.

83. Lockheed answers the compound allegations contained in paragraph 83 of the Complaint, including subparts a) through e) as follows: Lockheed admits that the Plaintiff applied for certain positions during 2007 and 2008. Except as admitted, Lockheed denies each and every allegation contained in paragraph 83 of the Complaint, including the allegations

contained in subparts a) through e).

84. In response to the compound allegations contained in paragraph 84 of the First Amended Complaint, Lockheed answers as follows: Lockheed lacks knowledge or information sufficient to form a belief as to the truth of the allegations as to what and when the Plaintiff learned about the referenced position, and thus denies those allegations and leaves the Plaintiff to her proofs on those allegations. Lockheed admits that at certain times Mr. Fuhr has had eight male direct reports, including at times Mr. Frasco, and that the Plaintiff was not interviewed for the referenced position before she withdrew her application for the position. Except as admitted, Lockheed denies each and every allegation contained in paragraph 84 of the First Amended Complaint.

85. In response to the compound allegations contained in paragraph 85 of the First Amended Complaint, Lockheed answers as follows: Lockheed lacks knowledge or information sufficient to form a belief as to the truth of the allegations as to what and when the Plaintiff learned about the referenced position, and thus denies those allegations and leaves the Plaintiff to her proofs on those allegations. Lockheed admits that David Luhta was hired into a Director level position. Except as admitted, Lockheed denies each and every allegation contained in paragraph 85 of the First Amended Complaint.

86. Lockheed answers the compound allegations contained in paragraph 86 of the First Amended Complaint as follows: Lockheed admits that Plaintiff received a merit increase in February 2009, and that from time to time equity adjustments may be made in employees' compensation, but denies that any such adjustment constitutes an admission. Except as admitted, Lockheed denies each and every allegation contained in paragraph 86 of the First Amended Complaint.

87. Lockheed answers the compound allegations contained in paragraph 87 of the First Amended Complaint as follows: Lockheed admits that from time to time it has had in place certain compensation policies, which speak for themselves and must be read in their entirety, and that from time to time equity adjustments may be made in employees' compensation, but denies that any such adjustment constitutes an admission. Except as admitted, Lockheed denies each and every allegation contained in paragraph 87 of the First Amended Complaint.

88. Lockheed denies each and every allegation contained in paragraph 88 of the First Amended Complaint, and expressly denies the existence of "the Class."

89. Lockheed denies each and every allegation contained in paragraph 89 of the First Amended Complaint, and expressly denies the existence of "the Class."

90. Lockheed denies each and every allegation contained in paragraph 90 of the First Amended Complaint, and expressly denies the existence of "the Class."

91. In response to paragraph 91 of the First Amended Complaint Lockheed incorporates its answers and defenses to paragraphs 1 through 90 of the First Amended Complaint as if fully set forth herein.

92. Lockheed denies that the Plaintiff has any actionable claims, that the members of the putative "Class" are similarly situated either to the Plaintiff or each other, that the Plaintiff has met or can meet the requirements for a class action, and denies each and every remaining allegation contained in Paragraph 92 of the Complaint, including the existence of "the Class."

93. Lockheed denies each and every allegation contained in paragraph 93 of the First Amended Complaint.

94. Lockheed answers the compound allegations contained in paragraph 94 of the First Amended Complaint as follows: Lockheed admits that the Plaintiff filed certain charges of

discrimination against Lockheed, which speak for themselves and must be read in their entirety and in conjunction with all incorporated writings and other documents. Except as admitted, Lockheed denies each and every allegation contained in paragraph 94 of the First Amended Complaint.

95. Lockheed denies each and every allegation contained in paragraph 95 of the First Amended Complaint, and expressly denies the existence of “the Class.”

96. Lockheed denies each and every allegation contained in paragraph 96 of the First Amended Complaint, and expressly denies the existence of “the Class.”

97. Lockheed denies each and every allegation contained in paragraph 97 of the First Amended Complaint, and expressly denies the existence of “the Class.”

98. Lockheed denies each and every allegation contained in paragraph 98 of the First Amended Complaint, and expressly denies the existence of “the Class.”

99. Lockheed denies each and every allegation contained in paragraph 99 of the First Amended Complaint, and expressly denies the existence of “the Class.”

100. Lockheed denies each and every allegation contained in paragraph 100 of the First Amended Complaint, and expressly denies the existence of “the Class.”

101. Lockheed denies each and every allegation contained in paragraph 101 of the First Amended Complaint, and expressly denies the existence of “the Class.”

102. Lockheed denies each and every allegation contained in paragraph 102 of the First Amended Complaint.

103. In response to paragraph 103 of the First Amended Complaint, Lockheed incorporates its answers and defenses to paragraphs 1 through 102 of the First Amended Complaint as if fully set forth herein.

104. Lockheed denies each and every allegation contained in paragraph 104 of the First Amended Complaint.

105. Lockheed denies each and every allegation contained in paragraph 105 of the First Amended Complaint.

106. Lockheed denies each and every allegation contained in paragraph 106 of the First Amended Complaint.

107. Lockheed denies each and every allegation contained in paragraph 107 of the First Amended Complaint.

108. Lockheed denies each and every allegation contained in paragraph 108 of the First Amended Complaint.

109. Lockheed denies each and every allegation contained in paragraph 109 of the First Amended Complaint.

110. Lockheed denies each and every allegation contained in paragraph 110 of the First Amended Complaint.

111. Lockheed denies each and every allegation contained in paragraph 111 of the First Amended Complaint.

112. Lockheed denies each and every allegation contained in paragraph 112 of the First Amended Complaint.

113. In response to paragraph 113 of the First Amended Complaint, Lockheed incorporates its answers and defenses to paragraphs 1 through 112 of the First Amended Complaint as if fully set forth herein.

114. Lockheed denies that the Plaintiff has any actionable claim, denies that the members of the putative class are similarly situated either to the Plaintiff or each other, denies

that the Plaintiff has met or can meet the requirements for a class action, and denies each and every remaining allegation contained in paragraph 114 of the Complaint, including the existence of “the Subclass.”

115. Lockheed denies each and every allegation contained in paragraph 115 of the First Amended Complaint.

116. Lockheed denies each and every allegation contained in paragraph 116 of the First Amended Complaint, and expressly denies the existence of “the Subclass.”

117. Lockheed denies each and every allegation contained in paragraph 117 of the First Amended Complaint, and expressly denies the existence of “the Subclass.”

118. Lockheed denies each and every allegation contained in paragraph 118 of the First Amended Complaint.

119. Lockheed denies each and every allegation contained in paragraph 119 of the First Amended Complaint, and expressly denies the existence of “the Subclass.”

120. Lockheed denies each and every allegation contained in paragraph 120 of the First Amended Complaint, and expressly denies the existence of “the Subclass.”

121. Lockheed denies each and every allegation contained in paragraph 121 of the First Amended Complaint, and expressly denies the existence of “the Subclass.”

122. Lockheed denies each and every allegation contained in paragraph 122 of the First Amended Complaint.

123. In response to paragraph 123 of the First Amended Complaint, Lockheed incorporates its answers and defenses to paragraphs 1 through 122 of the First Amended Complaint as if fully set forth herein.

124. Lockheed denies each and every allegation contained in paragraph 124 of the First

Amended Complaint.

125. Lockheed denies each and every allegation contained in paragraph 125 of the First Amended Complaint.

126. Lockheed denies each and every allegation contained in paragraph 126 of the First Amended Complaint.

127. Lockheed denies each and every allegation contained in paragraph 127 of the First Amended Complaint.

128. Lockheed denies each and every allegation contained in paragraph 128 of the First Amended Complaint.

129. Lockheed denies each and every allegation contained in paragraph 129 of the First Amended Complaint.

130. Lockheed denies each and every allegation contained in paragraph 130 of the First Amended Complaint.

131. Lockheed denies each and every allegation contained in paragraph 131 of the First Amended Complaint, and expressly denies the existence of “the Class and Subclass.”

132. Lockheed denies each and every allegation contained in paragraph 132 of the First Amended Complaint, and expressly denies the existence of “the Class and Subclass.”

133. Lockheed denies each and every allegation contained in paragraph 133 of the First Amended Complaint, and expressly denies the existence of “the Class and Subclass.”

Lockheed denies that the Plaintiff is entitled to any relief whatsoever, including specifically the relief she seeks on behalf of herself, and that she claims to seek on behalf of those she purports and proposes to represent, in subparagraphs a) through o) of the Prayer for

Relief in the First Amended Complaint, and expressly denies the existence of “the Class and Subclass.”

ALL OTHER ALLEGATIONS DENIED

Except as admitted, Lockheed denies each and every allegation contained in the First Amended Complaint, including any allegations expressed or implied in any titles and subtitles contained therein.

FIRST DEFENSE

The First Amended Complaint, in whole or in part, fails to state a claim upon which relief can be granted to the extent that it does not allege each and every element of the causes of action or essential requirements of all procedural devices the Plaintiff asserts therein, or to the extent that no such claims or devices exist.

SECOND DEFENSE

The Court lacks jurisdiction over the subject matter of the First Amended Complaint, and the claims asserted therein are barred, to the extent that the claims are subject to arbitration by operation of agreements of the Plaintiff and any members of the putative class or subclass, the existence of which is expressly denied, to arbitrate any or all of the purported claims asserted in the First Amended Complaint.

THIRD DEFENSE

The named Plaintiff lacks standing to pursue some or all of the claims alleged in the First Amended Complaint on behalf of herself and those she purports or proposes to, but cannot, represent.

FOURTH DEFENSE

The Plaintiff's claims are barred to the extent that they arose outside the applicable statutes of limitations.

FIFTH DEFENSE

The Plaintiff's claims, including those asserted for some or all of those of the alleged persons she purports and proposes to represent, are barred to the full extent of the operation of estoppel.

SIXTH DEFENSE

The Plaintiff's claims, including those asserted for some or all of those of the alleged persons she purports and proposes to represent, are barred to the full extent of the application of the terms of contract(s).

SEVENTH DEFENSE

The Plaintiff's claims, including those asserted for some or all of those of the alleged persons she purports and proposes to represent, are barred to the full extent of the application of laches.

EIGHTH DEFENSE

The Plaintiff's claims, including those asserted for some or all of the alleged persons she purports and proposes to represent, are barred to the full extent of the operation of release.

NINTH DEFENSE

The Plaintiff's claims, including those asserted for some or all of the alleged persons she purports and proposes to represent, are barred to the full extent of the operation of waiver.

TENTH DEFENSE

The Plaintiff's claims, to the extent she seeks equitable relief, are barred by the doctrine of unclean hands.

ELEVENTH DEFENSE

The Plaintiff's claims are barred, as are the claims of the alleged persons she purports and proposes to represent, in whole or in part, to the extent that the Plaintiff failed to file a timely representative administrative charge of discrimination including each and every such claim under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Sec. 2000e, et seq. ("Title VII"), exhaust the administrative remedies with respect to each such charge, and satisfy the procedural prerequisites of each and every such claim.

TWELFTH DEFENSE

The claims of the alleged persons on whose behalf the Plaintiff purports and proposes to complain are barred to the extent that each such person did not file, or could not have filed, a timely charge of discrimination on each such claim under Title VII or lawsuit under the NJLAD at the time the named Plaintiff filed a timely representative charge of discrimination under Title VII or the present lawsuit under the NJLAD.

THIRTEENTH DEFENSE

For some or all the claims in the First Amended Complaint, there is no claim appropriate for class action treatment for the alleged "class" and "subclass" defined therein, the existence of which is expressly denied.

FOURTEENTH DEFENSE

For all the claims in the First Amended Complaint, individual issues predominate over common issues, if any, for the alleged classes, the existence of which is expressly denied.

FIFTEENTH DEFENSE

The named Plaintiff is not an adequate representative of the alleged persons on whose behalf she purports to complain.

SIXTEENTH DEFENSE

Certain of the Plaintiff's interests are in conflict with the interests of the alleged persons on whose behalf she purports to complain, among whom there are numerous conflicts and distinctions, and therefore the Plaintiff is not an adequate representative of the interests of the proposed classes, the existence of which is expressly denied.

SEVENTEENTH DEENSE

The claims alleged by the named Plaintiff are neither common to nor typical of those, if any, pertaining to the alleged classes Plaintiff purports and proposes to represent, the existence of which is expressly denied.

EIGHTEENTH DEFENSE

The Plaintiff has not shown and cannot show that class treatment of the claims alleged in the First Amended Complaint is superior to other methods of adjudicating the controversy.

NINETEENTH DEFENSE

The claims of alleged individuals included in the proposed classes, the existence of which is expressly denied, are subject to individualized defenses, and class treatment would violate Lockheed's rights to due process and a jury trial.

TWENTIETH DEFENSE

Neither the Plaintiff nor the alleged persons on whose behalf she purports to complain may recover compensatory or punitive damages, or receive a jury trial, for disparate impact claims under Title VII.

TWENTY-FIRST DEFENSE

Neither the Plaintiff nor the alleged persons on whose behalf she purports to complain may recover punitive damages under the NJLAD because neither she, nor any of them, can prove especially egregious conduct or active participation or willful indifference by upper management employees of Lockheed.

TWENTY-SECOND DEFENSE

Neither the Plaintiff's gender nor her alleged protected activity was a factor in any employment decision about which she complains. Even if the Plaintiff's gender or alleged protected activity, or that of any person on whose behalf she purports and proposes to complain, had been factors in any decision about which she complains in the First Amended Complaint, which Lockheed expressly denies, Lockheed would have made the same decision in the absence of the consideration of that individual's gender or alleged protected activity.

TWENTY-THIRD DEFENSE

To the extent that any of Lockheed's particular employment practices complained of is found to have had a statistically significant adverse impact on female employees, which Lockheed expressly denies, such practices are lawful because they are job-related and consistent with business necessity, and no effective alternative employment practices were available.

TWENTY-FOURTH DEFENSE

The Plaintiff's claims are barred, as are the claims of the alleged persons she purports and proposes to represent, to the extent that Lockheed's decisions were based on bona fide factors other than gender, a bona fide seniority system, or a bona fide merit system.

TWENTY-FIFTH DEFENSE

The Plaintiff's claims are barred, as are the claims of the alleged persons she purports and proposes to represent, to the extent that such individuals were required to but failed to file a timely unfair labor practice charge including each and every such claim under the National Labor Relations Act, 29 U.S.C. § 151, *et seq.* ("NLRA").

TWENTY-SIXTH DEFENSE

To the extent that the First Amended Complaint alleges claims arising under Section 301 of the NLRA, the Plaintiff has failed to join a necessary party.

TWENTY-SEVENTH DEFENSE

The Plaintiff's claims are barred, in whole or in part, as are those of all persons she purports and proposes to represent, to the extent that any one of them individually failed unreasonably to avail herself of Lockheed's policies and procedures regarding discrimination, harassment, and retaliation, which policies and procedures evidence Lockheed's reasonable care to prevent and promptly correct such alleged conduct.

TWENTY-EIGHTH DEFENSE

The Plaintiff's claims for damages are barred, in whole or in part, as are those of all persons she purports and proposes to represent, to the extent that each individual engaged in conduct which, if known to Lockheed at the time, would have resulted in her termination of employment or disqualification for promotion.

TWENTY-NINTH DEFENSE

The Plaintiff's claims are barred, in whole or in part, as are those of all persons she purports and proposes to represent, to the extent that Lockheed did not have actual or

constructive notice of any alleged gender discrimination, harassment, or retaliation against the Plaintiff or the putative class members.

THIRTIETH DEFENSE

To the extent that any instance of gender discrimination, harassment, or retaliation by Lockheed's agents occurred, which Lockheed expressly denies, such conduct contravened Lockheed's policies and good-faith efforts to enforce and follow Title VII and the NJLAD.

THIRTY-FIRST DEFENSE

To the extent that any instance of harassment by Lockheed's agents occurred, which Lockheed expressly denies, such conduct was outside the course and scope of such agent(s)' employment, was not condoned or ratified by Lockheed, was committed without Lockheed's knowledge or consent, and was not class-based, but individualized.

THIRTY-SECOND DEFENSE

The Plaintiff has failed to plead facts with sufficient particularity to support a claim for punitive damages.

THIRTY-THIRD DEFENSE

The Plaintiff's claims on behalf of herself and all persons she purports and proposes to represent for punitive damages under the NJLAD are subject to all provisions, excluding the damage cap provisions, of The New Jersey Punitive Damages Act.

THIRTY-FOURTH DEFENSE

The Plaintiff and all persons she purports and proposes to represent are not entitled to receive punitive damages because Lockheed has made good faith efforts to prevent discrimination in its workplace, including but not limited to maintaining a policy prohibiting

discrimination, harassment, and retaliation, and making good-faith efforts to implement and enforce that policy.

THIRTY-FIFTH DEFENSE

An award of punitive damages would constitute a denial of Lockheed's right to due process under the United States Constitution and the Constitution of the State of New Jersey.

THIRTY-SIXTH DEFENSE

Some or all of the claims in the First Amended Complaint are barred in whole or in part because Lockheed had an honest, good-faith belief that all decisions with respect to the Plaintiff and those she purports or proposes to represent were made solely for legitimate, non-discriminatory, reasons.

THIRTY-SEVENTH DEFENSE

The Plaintiff's claims for damages are barred, in whole or in part, as are the claims of those individuals whom she purports and proposes to represent, to the extent that each individual failed to mitigate her damages, if any.

THIRTY-EIGHTH DEFENSE

To the full extent that any claims asserted in the Complaint are not brought in good faith, Lockheed shall seek attorney's fees and costs under all applicable fee shifting and frivolous claims statutes.

THIRTY-NINTH DEFENSE

Process is insufficient as to all putative defendants except Lockheed.

FORTIETH DEFENSE

Service of process is insufficient as to all putative defendants except Lockheed.

FORTY-FIRST DEFENSE

All putative defendants except Lockheed are not proper defendants, and none is the Plaintiff's "employer" under Title VII or NJLAD.

FORTY-SECOND DEFENSE

The Court lacks jurisdiction over all putative defendants except Lockheed.

FORTY-THIRD DEFENSE

Venue is improper for all putative defendants except Lockheed.

FORTY-FOURTH DEFENSE

The claims set forth in the First Amended Complaint are barred to the extent that any putative defendant is not covered by Title VII, NJLAD, or either of them.

Lockheed reserves the right to amend the Answer to add defenses that become apparent through discovery.

WHEREFORE, having fully answered the First Amended Complaint, Lockheed respectfully urges the Court to dismiss the First Amended Complaint in its entirety and with prejudice, and to grant to Lockheed its costs, attorney's fees, interests, and such other and further relief as the Court deems equitable and just.

Dated: April 17, 2009

Respectfully Submitted,

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

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Attorneys for Defendant Lockheed Martin
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LOCAL RULE 11.2 DISCLOSURE STATEMENT

Pursuant to Local Rule 11.2, the undersigned counsel, on behalf of defendant Lockheed Martin Corporation, certifies that some of Plaintiff's allegations are pending before the United States Equal Employment Opportunity Commission, in a Charge of Discrimination bearing Case No. 530-2009-01188.

Dated: April 17, 2009

Respectfully Submitted,

OGLETREE, DEAKINS, NASH,
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