

5. The allegations contained in Paragraph 5 of the Complaint are a legal conclusion that does not require an answer. To the extent an answer is required, Waterstone denies the allegations of Paragraph 5.

6. Waterstone denies the allegations contained in Paragraph 6 of the Complaint to the extent Paragraph 6 of the Complaint assumes the existence of unfair labor practices.

AFFIRMATIVE DEFENSES

By and for its Affirmative Defenses, Waterstone states:

First Affirmative Defense

1. The Complaint fails to state a claim upon which relief may be granted against Waterstone.

Second Affirmative Defense

2. The Complaint is barred as it is contrary to applicable Supreme Court precedent.

Third Affirmative Defense

3. The Complaint is barred because compulsory arbitration is presumptively lawful.

Fourth Affirmative Defense

4. The Complaint is barred because the Charging Party is not an employee protected by the National Labor Relations Act.

Fifth Affirmative Defense

5. The Complaint is without merit as the Charging Party voluntarily signed the Loan Originator Employment Agreement that contains the arbitration clause at issue.

Sixth Affirmative Defense

6. The Complaint is barred, in whole or in part, by the doctrine of unclean hands and/or the misconduct of the charging party.

Seventh Affirmative Defense

7. The Complaint is barred, in whole or in part, by the doctrine of laches.

Eighth Affirmative Defense

8. The Complaint is barred, in whole or in part, by the appropriate statutes of limitations.

Ninth Affirmative Defense

9. The Complaint is barred, in whole or in part, by the doctrine of waiver.

Tenth Affirmative Defense

10. The Complaint is barred, in whole or in part, by the doctrine of estoppel.

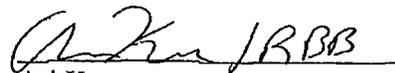
Eleventh Affirmative Defense

11. Waterstone reserves the right to plead additional defenses that may be identified during investigation and/or the course of discovery.

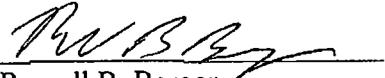
WHEREFORE, Waterstone Mortgage Corporation respectfully requests that the Complaint be dismissed and for such other and further relief as may be just and proper.

DATED: May 10, 2012

Respectfully submitted,



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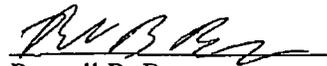
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Corporation*

CERTIFICATE OF SERVICE

THIS WILL CERTIFY that on this 10th day of May 2012, a copy of the foregoing

Answer was electronically filed and delivered via electronic mail to:

Dan Getman
Getman & Sweeney, PLLC
9 Paradies Lane
New Paltz, NY 12561
Attorneys for Pamela E. Herrington


Russell B. Berger