

**IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF ILLINOIS
ROCK ISLAND DIVISION**

LAURA EBERLIN,)	
)	
Plaintiff,)	Case No. 4:25-cv-04139-SLD-RLH
)	
v.)	Judge Sara L. Darrow
)	
DEERE & COMPANY AND MARA)	Magistrate Judge Ronald L. Hanna
DOWNING,)	
)	
Defendants.)	
)	
)	
)	

**DEFENDANTS' ANSWER AND DEFENSES TO PLAINTIFF'S FIRST AMENDED
COMPLAINT**

Defendants DEERE & COMPANY and MARA DOWNING (“Defendants”), by and through their undersigned attorneys, respectfully submit their Answer and Defenses to the First Amended Complaint (“First Amended Complaint”) of Plaintiff LAURA EBERLIN (“Plaintiff”), as follows:

Introduction and Jurisdiction

1. This gender discrimination and retaliation claim is brought by a former employee of Deere & Company whose employment terminated on December 20, 2024 after having been employed for 24 years.

ANSWER: Defendants admit that Plaintiff was employed by Deere for approximately 24 years, admit that Plaintiff resigned her employment on or around December 20, 2024, admit that Plaintiff alleges sex discrimination and retaliation, deny that Plaintiff was subjected to sex discrimination, retaliation, or any other unlawful conduct, and deny the remaining allegations in Paragraph 1.

2. The claims are based on three statutes: 1) 42 U.S.C. 2000e (Title VII) which prohibits discrimination based on sex and race along with retaliation for expressing opposition to discrimination; 2) the Illinois Human Rights Act, 775ILCS 5/1-101 et seq, which also prohibits race, and sex discrimination in employment along with retaliation for expressing opposition to discrimination; and 3) the Equal Pay Act, 29 USC 206(d).

ANSWER: Defendants admit that Plaintiff seeks relief pursuant to the referenced statutes, deny that Plaintiff is entitled to any such relief, and further deny any violation of the referenced statutes.

3. Based on Title VII and the Equal Pay Act there is federal question jurisdiction under 29 USC 1331.

ANSWER: Defendants admit there is federal question jurisdiction for this matter and deny any violation of the referenced statutes.

4. The Court should exercise supplemental jurisdiction under 29 USC 1367 over the claim based on the Illinois Human Rights Act because it is based on the same facts and presents common questions of law as the federal claims.

ANSWER: Defendants admit only that this Court has discretion to exercise supplemental jurisdiction.

5. Venue is proper in the Central District of Illinois Rock Island Division because the acts occurred in Rock Island County, Illinois, and Deere & Company (Deere) and Mara Downing are located in Rock Island County.

ANSWER: Defendants admit that the alleged acts occurred in the referenced venue.

Common Allegations

6. Laura Eberlin resides in Scott County, Iowa.

ANSWER: Defendants lack personal knowledge regarding the allegation in Paragraph 6. To the extent it imputes liability to Defendants, it is denied.

7. Ms. Eberlin is a white female.

ANSWER: Defendants admit that Plaintiff appears to be White and female.

8. Deere manufactures equipment for agriculture, construction, forestry, and lawncare.

ANSWER: Defendant admits the allegations in Paragraph 8.

9. Deere employs more than 60,000 people globally.

ANSWER: Defendants admit the allegations in Paragraph 9.

10. Deere's corporate headquarters are in Moline, Illinois.

ANSWER: Defendants admit the allegations in Paragraph 10.

11. Deere is a Delaware Corporation.

ANSWER: Defendants admit the allegations in Paragraph 11.

12. Mara Downing is a resident of Scott County and is employed with Deere, working primarily in Rock Island County, IL. Her title is Vice-President of Global Brand and Communications which includes responsibility for administering the John Deere Foundation and work on the company's brand, reputation, and image.

ANSWER: Defendants admit the allegations in Paragraph 12.

13. During 2024 Ms. Downing also assumed the title of President of the John Deere Foundation and was Ms. Eberlin's direct boss from March to July 2024.

ANSWER: Defendants admit that, from May to July 2024, Ms. Downing had direct supervisory authority over all Foundation employees, including Plaintiff.

14. Ms. Downing headed the department where Ms. Eberlin worked from 2017 to the end of her 24-year employment with Deere.

ANSWER: Defendants admit the allegations in Paragraph 14.

15. Ms. Eberlin served as Manager of Global Citizenship and Vice-President of the John Deere Foundation from May 2024 until December 20, 2024.

ANSWER: Defendants admit the allegations in Paragraph 15.

16. Ms. Eberlin's department supported Deere's social responsibility and community engagement efforts.

ANSWER: Defendants admit the allegations in Paragraph 16.

17. Ms. Eberlin's duties included managing the Foundation's \$35 million budget, overseeing over 150 non-profit relationships, and working with community leaders across John Deere's global footprint to create, measure, and help promote its community engagement and social responsibility strategy.

ANSWER: Defendants admit that Plaintiff managed a portion of the Foundation's budget totaling approximately \$700,000.00 and developed recommendations for Ms. Downing's final approval and deny the remaining allegations in Paragraph 17.

18. Ms. Eberlin was qualified for her position.

ANSWER: Defendants admit the allegations in Paragraph 18.

19. In addition, Deere's records show that Ms. Eberlin had been identified as qualified and an outstanding candidate to serve as president of the foundation.

ANSWER: Defendants deny the allegations in Paragraph 19.

20. Nathan Clark, Ms. Eberlin's boss from 2017 until he left Deere in March 2024, conducted Ms. Eberlin's employee evaluations which were all reviewed and approved by Mara Downing.

ANSWER: Defendants admit that Ms. Downing approved Plaintiff's performance evaluations through Deere's calibration process, which approves performance evaluations at high level to ensure evaluations are consistent across different managers and deny that Ms. Downing individually approved Plaintiff's evaluation.

21. Ms. Eberlin's November 2021 performance evaluation rating was "Highly Successful," with her boss noting that she was a "rare talent who had had a wonderful year" and who "consistently performed at a higher level than required."

ANSWER: Defendants admit only that the referenced document speaks for itself.

22. Ms. Eberlin's November 2022 performance evaluation ratings were "Highly Successful." In the evaluation her boss praised her for transforming the foundation's work with food banks and addressing hunger issues in the community. Her boss praised her for her "bold thinking," and her work on connecting Deere's efforts in Mexico, Chicago and other key communities for Deere.

ANSWER: Defendants admit only that the referenced document speaks for itself.

23. Ms. Eberlin's November 2023 performance evaluation ratings were "Outstanding" and "Highly Successful." Among other things, her boss at the time noted that her work was "transformative and influential" and that she was "an exceptional leader and colleague." One of Ms. Eberlin's primary projects for that year was identifying and implementing programs that would systematically address hunger, along with community surveys that helped shape Deere's strategy and economic studies that were important in communications to help Deere's messaging.

ANSWER: Defendants admit that the referenced document speaks for itself and deny the remaining allegations in Paragraph 23.

24. From 2020-2024 Mr. Clark, Ms. Eberlin, and other members of the Foundation staff advocated for an increase in their salary grades and compensation. These efforts were provoked in part by newly created positions doing similar work as the Corporate Social Responsibility/Global Citizenship team but with fewer responsibilities and at higher salary grades than the Foundation staff along with several other employees who received promotions that came with multiple salary grade increases.

ANSWER: Defendants admit that Plaintiff and Clark requested assessment of salary grades and compensation. Defendants lack personal knowledge regarding what provoked their request. To the extent that allegation imputes liability to Defendants, it is denied. Defendants deny the remaining allegations in Paragraph 24.

25. The new hires were for the most part, African American, and worked on DEI projects including African American land rights and STEM programs, along with the Public Affairs Department in which the Foundation had once reported into.

ANSWER: Defendants lack sufficient knowledge to admit or deny the allegations in Paragraph 25. To the extent they impute liability to Defendants, they are denied.

26. Mr. Clark, Ms. Eberlin, and other foundation staff members had repeated meetings with Ms. Downing regarding the requested elevation in pay grades and their efforts to be treated in a non-discriminatory manner.

ANSWER: Defendants admit that Plaintiff and Clark met with Downing to discuss compensation and pay grades and deny the remaining allegations in Paragraph 26.

27. In these meetings with Ms. Downing, Ms. Eberlin expressed opposition to discrimination.

ANSWER: Defendants deny the allegations in Paragraph 27.

28. Ms. Downing's responses in 2020-2022 were generally non-committal or negative but in 2023 she agreed to have an outside firm evaluate the Foundation positions.

ANSWER: Defendants admit that a third party firm was engaged to evaluate Foundation compensation structures and deny the remaining allegations in Paragraph 28.

29. Korn Ferry, a consulting firm frequently used by Deere, evaluated the positions and confirmed the employees' claims, that their positions were undergraded and underpaid compared to other similar positions in the division.

ANSWER: Defendants admit that Korn Ferry was engaged to evaluate Foundation compensation structures and deny the remaining allegations in Paragraph 29.

30. Still, Ms. Downing refused to upgrade the foundation positions.

ANSWER: Defendants deny the allegations in Paragraph 30.

31. Beginning in late 2023 Ms. Downing took a series of retaliatory actions against Nathan Clark who ended up resigning in March 2024.

ANSWER: Defendants admit that Clark resigned his employment in or around March 2024 and deny the remaining allegations in Paragraph 31.

32. Ms. Downing then reassigned most of Mr. Clark's duties to Ms. Eberlin, while paying her at a lower salary grade, at about 75 percent of the total compensation paid to Mr. Clark. Ms. Eberlin found herself responsible for most of Mr. Clark's duties along with some of her duties from the previous five years. For the first few months of this assignment she reported to Ms. Downing and was assigned an office.

ANSWER: Defendants admit that Plaintiff reported to Downing for a period of time, admit that Plaintiff was provided an office, and deny the remaining allegations in Paragraph 32.

33. At the same time, Ms. Downing reduced the Foundation staff by about half, from five full time positions to two and a half.

ANSWER: Defendants deny the allegations in Paragraph 33.

34. In July 2024, Ms. Eberlin mentioned to Ms. Downing that she had been in contact with Mr. Clark and had referred a Deere colleague to Mr. Clark with questions about Iowa law related to gambling in fundraising activities.

ANSWER: Defendants admit the allegations in Paragraph 34.

35. Shortly after this conversation, Ms. Downing brought Ms. Eberlin into a meeting with HR and falsely accused Ms. Eberlin of being immature, unprofessional, and leaking confidential information by referring the Deere colleague to Mr. Clark. Ms. Downing criticized Ms. Eberlin and accused her of "letting Nate influence you." Ms. Downing announced that because of Ms. Eberlin talking to Nate Clark her position in the organization was reduced, that she was being kicked out of her office, and that she would no longer report to Ms. Downing and instead report to David Ottavianelli.

ANSWER: Defendants deny the allegations in Paragraph 35.

36. Mr. Ottavianelli was a long time Deere employee who had recently transferred to Global Brand and Communications. He had no Foundation experience, and Downing had been aware of complaints from within Deere and in the community about Mr. Ottavianelli.

ANSWER: Defendants admit that Ottavianelli was a current Deere employee, admit that he transferred to Global Brand and Communications, admit that Downing was aware of a single complaint regarding Ottavianelli, and deny the remaining allegations in Paragraph 36.

37. Ms. Eberlin reminded Ms. Downing there had been complaints from the community about Mr. Ottavianelli including that he was disparaging Eastern Iowa Community College and interfering with its legislative funding.

ANSWER: Defendants deny the allegations in Paragraph 37.

38. Ms. Eberlin also expressed concerns that Mr. Ottavianelli had pressured her to fund his high school and community college programs with Foundation funds, creating a conflict of interest and demonstrating that he lacked knowledge of the Foundation's obligations to comply with IRS regulations affecting charitable organizations.

ANSWER: Defendants deny the allegations in Paragraph 38.

39. Ms. Eberlin told Ms. Downing that Mr. Ottavianelli had made discriminatory statements about Foundation clients, including that in his opinion, Food Bank clients should just "get a job," so they would not need food assistance.

ANSWER: Defendants deny the allegations in Paragraph 39.

40. In addition, Ms. Eberlin told Ms. Downing that Mr. Ottavianelli had refused to admit to Deere sponsored skilled trade programs, area students who suffered from poverty and were part of Foundation programs, claiming that as a group they were not qualified.

ANSWER: Defendants deny the allegations in Paragraph 40.

41. Ms. Eberlin reported to Ms. Downing that Mr. Ottavianelli engaged in sexist behavior including man-splaining, criticizing her work ethic, undermining her at meetings, and acting as though he was in control of Foundation money allocation.

ANSWER: Defendants deny the allegations in Paragraph 41.

42. Ms. Eberlin expressed opposition to discrimination in her complaints about Mr. Ottavianelli.

ANSWER: Defendants deny the allegations in Paragraph 42.

43. Ms. Downing brushed off Ms. Eberlin's complaints and requests to be reassigned.

ANSWER: Defendants deny the allegations in Paragraph 43.

44. In August 2024 a female contingent employee who reported to Mr. Ottavianelli complained to Ms. Eberlin and the office administrator about his disrespectful behavior to her. The employee reported that he yelled and swore at her, and that it was so toxic that she was resigning from her position as a contingent employee working for Deere.

ANSWER: Defendants lack knowledge regarding the allegations in Paragraph 44. To the extent they impute liability to Defendants, they are denied.

45. Ms. Eberlin, knowing her responsibility as a reporting manager, directed the employee to file a complaint via the Deere Compliance System, filed one herself, and advised her and the office administrator not to discuss the matter further, letting the process take its course.

ANSWER: Defendants lack knowledge regarding the allegations in Paragraph 45. To the extent they impute liability to Defendants, they are denied.

46. Ms. Eberlin also alerted Ms. Downing of the complaint against Mr. Ottavianelli

ANSWER: Defendants deny the allegations in Paragraph 46.

47. In the months that followed, Ms. Eberlin renewed her requests to Ms. Downing to allow her to report to someone else. Ms. Downing disregarded her requests.

ANSWER: Defendants admit that Plaintiff requested reassignment and deny the remaining allegations in Paragraph 47.

48. Ms. Eberlin continued to do an outstanding job at Deere; evidenced in part by notes of praise from Mara Downing. On Nov. 8, 2024 Ms. Downing applauded Ms.

Eberlin for "impressive" and "inspiring" work and leading her team to great achievements.

ANSWER: Defendants admit that the referenced notes speak for themselves.

49. Ms. Downing's note described Ms. Eberlin as having a "positive spirit," collaborative nature" and being a "wonderful colleague."

ANSWER: Defendants admit that the referenced note speaks for itself.

50. Ms. Eberlin felt stressed and hopeless reporting to Mr. Ottavianelli; she worked remotely and scheduled meetings to avoid him when possible but her job required regular interaction with him.

ANSWER: Defendants lack knowledge regarding Plaintiff's feelings and her scheduling decisions. To the extent they impute liability to Defendants, they are denied.

51. On November 13, 2024 Ms. Eberlin gave notice that she would resign. Mara Downing did not ask her why she was resigning and in a stern face simply said, "I will process your exit with HR."

ANSWER: Defendants admit that Plaintiff announced her resignation on or around November 13, 2024, and deny the remaining allegations in Paragraph 51.

52. Days later Deere terminated Mr. Ottavianelli's employment.

ANSWER: Defendants admit that Ottavienelli was terminated.

53. Ms. Eberlin immediately asked to rescind her resignation, but Deere denied the request.

ANSWER: Defendants admit that Plaintiff communicated to Deere that she had changed her mind regarding her resignation, admit that Deere declined to offer her new employment, and deny the remaining allegations in Paragraph 53.

54. In the last few years Deere has allowed other employees to rescind their resignations.

ANSWER: Defendants lack sufficient knowledge regarding the allegations in Paragraph 54. To the extent they impute liability to Defendants, they are denied.

55. Ms. Eberlin filed an internal retaliation complaint on December 3, 2024 when Deere informed her that she could not have her job back.

ANSWER: Defendants admit that Plaintiff objected to Deere's decision to accept her resignation and deny the remaining allegations in Paragraph 55.

56. Deere HR, compliance and an in-house Deere attorney discussed whether the investigation into Ms. Eberlin's retaliation complaint should be done internally and quickly or by an outside attorney.

ANSWER: Defendants object to Plaintiff's submission of the allegations in Paragraph 56. They are intended to elicit a response that would waive attorney/client privilege. Consequently,

Defendants make no response. To the extent the allegations impute liability to Defendants, they are denied.

57. The HR representative pointed out that there had been a "history of compliance concerns" about the L3 Deere executive involved

ANSWER: Defendants object to Plaintiff's submission of the allegations in Paragraph 57. They are intended to elicit a response that would waive attorney/client privilege. Consequently, Defendants make no response. To the extent the allegations impute liability to Defendants, they are denied.

58. Ms. Downing had been the subject of other retaliation complaints subject to its internal investigation process.

ANSWER: Defendants deny the allegations in Paragraph 58.

59. Deere's in house attorney dismissed the history of compliance concerns and contrary to evidence, claimed that Ms. Downing had not been aware "until the end" there had been compliance cases against the man she assigned to be Ms. Eberlin's boss.

ANSWER: Defendants object to Plaintiff's submission of the allegations in Paragraph 59. They are intended to elicit a response that would waive attorney/client privilege. Consequently, Defendants make no response. To the extent the allegations impute liability to Defendants, they are denied.

60. There was no indication that the investigation ever occurred or whether there was a conclusion.

ANSWER: Defendants deny the allegations in Paragraph 60.

61. In December 2024 Deere posted the position of President of the John Deere Foundation internally and externally.

ANSWER: Defendants admit the allegations in Paragraph 61.

62. Ms. Eberlin applied for the position for which she was well qualified and had been doing the work already.

ANSWER: Defendants admit that Plaintiff applied for the position and deny the remaining allegations in Paragraph 62.

63. Deere refused to interview or even consider her for the position.

ANSWER: Defendants admit that Plaintiff did not interview for the referenced position and deny the remaining allegations in Paragraph 63.

64. In approximately March 2025 Deere and Downing restored the Foundation's staffing to five full time positions, which they had refused to do when Ms. Eberlin led the foundation and despite her requests to do so.

ANSWER: Defendants deny the allegations in Paragraph 64.

65. Deere's refusal was based on retaliation against Ms. Eberlin for her ongoing opposition to discrimination, including her complaints about pay inequity and seeking to report to someone other than Mr. Ottavianelli, and guiding the contingent employee to file a compliance case that ultimately resulted in his termination.

ANSWER: Defendants deny the allegations in Paragraph 65.

66. In April 2025 Deere selected another person for the position of president of the foundation. This person has fewer qualifications for the position than Ms. Eberlin and no history of expressing opposition to discrimination at Deere. The job that Ms. Eberlin was doing prior to her departure and what the newly selected Foundation president is now doing are almost identical.

ANSWER: Defendants admit that an individual was selected for the referenced position in or around April 2025, deny that alleged protected activity was a factor in any hiring decision by Deere, and deny the remaining allegations in Paragraph 66.

67. Following the end of her employment at Deere Ms. Eberlin sought other employment and obtained a position with the University of Iowa Center for Advancement, a charitable and fundraising arm of the University of Iowa.

ANSWER: Defendants admit the allegations in Paragraph 67.

68. As part of her duties for the University of Iowa Center for Advancement, Ms. Eberlin works with a wide variety of boards and advisory councils and non profit and charitable organizations with common goals that seek to improve higher educational outcomes.

ANSWER: Defendants lack sufficient knowledge regarding the allegations in Paragraph 68.

To the extent they impute liability to Defendants, they are denied.

69. Ms. Eberlin's assignments and responsibilities involve her interacting with colleagues and professional contacts who have affiliations with Deere and/ or who remain employed with Deere.

ANSWER: Defendants lack sufficient knowledge regarding the allegations in Paragraph 69.

To the extent they impute liability to Defendants, they are denied.

70. In September 2025 a Deere representative contacted Ms. Eberlin's boss at the University of Iowa Center for Advancement and asked that she be prohibited from participating in any Deere related activities. The caller said the request was based on Ms. Eberlin's work history at Deere. Ms. Eberlin's boss complied with the request and instructed her to also comply. Within the territory Ms. Eberlin manages in her current job there are over 20,000 John Deere active employees, plus retirees, associates and suppliers that are alumni, donors, board members, and engaged parties.

ANSWER: Defendants deny that a Deere representative called Plaintiff's manager, deny that Deere asked that Plaintiff be prohibited from participating in any Deere related activities, and deny that any Deere representative referenced Plaintiff's work history at Deere. Defendants lack sufficient knowledge regarding the remaining allegations in Paragraph 70. To the extent they impute liability to Defendants, they are denied.

71. In the last few years Deere has been a major donor to University of Iowa with donations and scholarships exceeding \$6 million.

ANSWER: Defendants deny the allegations in Paragraph 71.

72. This limitation on Ms. Eberlin's work for the University of Iowa Center for Advancement significantly curtails her work on current and future projects and has damaged her career, work based referrals for future career opportunities, and any future job opportunity with a charitable organization in the location she lives as almost all of them have or want an association to Deere being in Deere's headquarters community where Ms. Eberlin resides and is raising her children

ANSWER: Defendants deny the allegations in Paragraph 72.

73. Deere's motivation for taking this action against Ms. Eberlin was based on retaliation against her for having opposed discrimination and participated in civil rights proceedings against Deere for its discriminatory actions against her.

ANSWER: Defendants deny the allegations in Paragraph 73.

74. Ms. Eberlin suffered damage to her career, mental anguish and severe economic loss due to the actions of Deere and Downing.

ANSWER: Defendants deny the allegations in Paragraph 74.

75. The actions of Deere and Downing were intentional and/ or in reckless disregard for Ms. Eberlin's federally protected rights to be free of discrimination and retaliation.

ANSWER: Defendants deny the allegations in Paragraph 75.

76. The Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and Title VII of the 1964 Civil Rights Act forbid discrimination in employment based on a person's sex, or color/race and retaliation for expressing opposition to discrimination.

ANSWER: Defendants admit that the referenced statutes speak for themselves and deny that Defendants violated any of their provisions.

COUNT I-VIOLATION OF TITLE VII AND ILLINOIS HUMAN RIGHTS ACT -
SEX DISCRIMINATION

77. Ms. Eberlin repeats and incorporates by reference the Common Allegations.

ANSWER: Defendants repeat and incorporate by reference their responses to the foregoing paragraphs.

78. Deere engaged in pay discrimination based on Ms. Eberlin's gender when it failed to compensate her comparably to her predecessor foundation president who is male.

ANSWER: Defendants deny the allegations in Paragraph 78.

79. Deere discriminated against Ms. Eberlin in compensation by classifying her two salary grades lower than her male predecessor for doing essentially the same work.

ANSWER: Defendants deny the allegations in Paragraph 79.

80. Ms. Eberlin filed a charge alleging sex discrimination in connection with her compensation on March 12, 2025 exhausting the administrative requirements for bringing this claim.

ANSWER: Defendants admit that Plaintiff filed the referenced Charge of Discrimination.

81. Ms. Eberlin's Right to Sue letter is attached to this Complaint as Exhibit 1.

ANSWER: Defendants admit that Plaintiff attached the referenced document to her pleadings.

COUNT II—VIOLATION OF THE EQUAL PAY ACT

82. Ms. Eberlin repeats and incorporates by reference the Common Allegations.

ANSWER: Defendants repeat and incorporate by reference their responses to the foregoing paragraphs.

83. Deere discriminated against Ms. Eberlin in compensation by classifying her two salary grades lower than her male predecessor for doing essentially the same work.

ANSWER: Defendants deny the allegations in Paragraph 83.

84. The lower salary grade classification resulted in Ms. Eberlin's pay being about half of what it paid to her male predecessor.

ANSWER: Defendants deny the allegations in Paragraph 84.

85. Deere violated the Equal Pay Act, 20 U.S.C. 206.

ANSWER: Defendants deny the allegations in Paragraph 85.

86. Deere's discrimination was willful, giving rise to a claim for liquidated damages.

ANSWER: Defendants deny the allegations in Paragraph 86.

COUNT III-VIOLATION OF TITLE VII AND ILLINOIS HUMAN RIGHTS ACT -
RETALIATION

87. Ms. Eberlin repeats and incorporates by reference the Common Allegations.

ANSWER: Defendants repeat and incorporate by reference their responses to the foregoing paragraphs.

88. Deere and Mara Downing retaliated against Ms. Eberlin for expressing opposition to discrimination by:

- a. Demoting her in July 2024 by directing her to vacate her office and bumping her down an organization layer, assigning her to report to David Ottavianelli;
- b. Not allowing her to rescind her resignation;
- c. Refusing to interview her or consider her for the President of the Foundation position in December 2024-April 2025;
- d. Refusing to select her for the position of President of the Foundation.
- e. Contacting Ms. Eberlin's employer at the University of Iowa Center for Advancement and instructing that Ms. Eberlin not be associated with any of its engagements and/or activities.

ANSWER: Defendants deny the allegations in Paragraph 88.

89. Ms. Eberlin filed charges alleging discrimination and retaliation on March 12, 2025, April 28, 2025, and October 4, 2025 and received her Right to Sue Letter on May 15, 2025, July 22, 2025 and October 17, 2025, exhausting the administrative requirements for bringing this claim.

ANSWER: Defendants admit that Plaintiff submitted the referenced Charge of Discrimination. Defendants lack knowledge regarding Plaintiff's receipt of the referenced document from the EEOC. To the extent that allegation imputes liability to Defendants, it is denied.

90. Ms. Eberlin's October 17, 2025 Right to Sue letter is attached to this Complaint as Exhibit 1.

ANSWER: Defendants admit that Plaintiff attached the referenced document to her pleadings.

JURY DEMAND

91. Ms. Eberlin demands a jury trial.

ANSWER: Defendants admit that Plaintiff seeks a jury trial.

PRAYER FOR RELIEF

In conclusion, Ms. Eberlin prays this Court for its order entering judgment against Deere & Company and Mara Downing for discriminatory and retaliatory illegal employment acts, for past and future lost wages and benefits, mental anguish, liquidated damages, punitive damages, attorney fees, and for such other relief that justice requires.

ANSWER: Defendants deny that Plaintiff is entitled to any relief.

ADDITIONAL AND AFFIRMATIVE DEFENSES

1. Plaintiff's claims are barred, in whole or in part, to the extent they exceed the scope of or are inconsistent with the Charges of Discrimination Plaintiff filed against Defendants.

2. Plaintiff's claims are barred, in whole or in part, to the extent they allege discriminatory conduct occurring more than 300 days from the date Plaintiff filed her Charges of Discrimination against Defendants.

3. To the extent Plaintiff complained adequately of allegedly unlawful discriminatory or retaliatory actions, Defendants undertook a prompt investigation and made an appropriate remedial response.

4. Plaintiff fails to state a claim upon which relief may be granted for any purported discrimination or retaliation because Plaintiff's protected class was not a motivating factor in any actions taken by Defendants relating to Plaintiff.

5. Plaintiff fails to state a claim for discrimination or retaliation because she suffered no adverse employment actions.

6. Defendants' employment decisions regarding or affecting Plaintiff were based on legitimate, non-discriminatory, non-retaliatory reasons that were in no way related to Plaintiff's protected class, alleged protected activity, or any other unlawful basis.

7. To the extent Plaintiff engaged in protected activity, Plaintiff's protected activity was not the but-for cause of any actions taken by Defendants relating to Plaintiff.

8. Plaintiff's claim for alleged future lost wages is barred or limited because it is too speculative.

9. Plaintiff is barred from recovering any damages, or any recovery of damages must be reduced, by virtue of any failure by Plaintiff to exercise reasonable diligence to mitigate Plaintiff's alleged damages.

10. To the extent that Plaintiff had any pre-existing emotional, psychological, and physical condition prior to the alleged act(s) of misconduct was such that Defendants did not

proximately cause or contribute in any manner to Plaintiff's alleged injuries or damages, and Defendants may not be held liable for any such alleged injuries or damages.

11. Defendants deny every allegation, whether expressed or implied, that is not unequivocally and specifically admitted in their Answer and Defenses to Plaintiff's First Amended Complaint. Defendants reserve the right to supplement and amend their Additional and Affirmative Defenses as warranted by the facts of the case. Defendants affirmatively state that they will rely upon each and every affirmative defense or other avoidance provided by the Federal Rules of Civil Procedure that may become known during the course of litigation, including discovery or trial.

WHEREFORE, Defendants Deere & Company and Mara Downing respectfully request that this Court enter an Order:

- (1) Giving Plaintiff nothing by way of her claims;
- (2) Entering judgment in favor of Defendants on all claims;
- (3) Dismissing the Complaint with prejudice;
- (4) Awarding Defendants the attorneys' fees they have incurred in defending this action as may be just, proper and in accordance with the law;
- (5) Awarding Defendants the costs of suit they have incurred in this action as may be just, proper and in accordance with the law; and
- (6) Entering such other and further relief as the Court may deem just and proper.

DATED: November 12, 2025.

Respectfully submitted,

By: /s/ Jennifer H. Kay
One of the Attorneys for Defendants
**DEERE & COMPANY AND MARA
DOWNING**

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CERTIFICATE OF SERVICE

The undersigned attorney hereby certifies that on November 12, 2025, the foregoing *Defendants' Answer and Defenses to Plaintiff's First Amended Complaint* was filed electronically with the Clerk of Court using the ECF system, which sent notification of such filing to:

Dorothy A. O'Brien
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Attorney for Plaintiff

/s/ Jennifer H. Kay _____